Michele: Di Cosola c/o USA
Registered Mail # 353745364 2/12/2010

10cv993
JUDGE LINDBERG
MAG. JUDGE BROWN

FILED
FEB 12 2010
Feb 12, 2010
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

district court of appeals, In Admiralty

Michele: Di Cosola; Paula-Joanne: Wrobel

PLAINTIFFS, In Propria Persona, Sui Juris

DUPAGE CIRCUIT CASE # 2009CH003866

court of appeal Case # _____

VS.

IN ADMIRALTY

CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; CITIBANK, N.A.,; CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY, JOHN FRANCIS MCCABE, ATTORNEY; CHRIS KACHIROUBAS, CLERKOF THE 18TH JUDICIAL COURT,; MERS; ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; ABA; CAROLYN B. LAMM, AGENT FOR ABA; JUDGE NEAL W. CERNE,; NOELLE M. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER;; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY

DEFENDANTS

NOTICE TO AGENTS IS NOTICE TO PRINCIPALS, NOTICE TO PRINCIPALS IS NOTICE TO AGENTS

VERIFIED AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE, AND COUNTERCLAIM, IN ADMIRALTY

Comes now **Michele Di Cosola and Paula Joanne Wrobel**, Plaintiffs, by special specific, limited visitation and not appearing generally but In propria persona, sui juris, before this court seeking a remedy in Admiralty as is provided by **"The Saving to the Suitors Clause" at USC 28 -1333(1). 28 USCS § 1333 is limited to maritime causes of action begun and carried on in rem, while under "saving to suitors" clause of § 1333.** I am standing in my unlimited commercial liability as a Sovereign Man, Foreign Nation, Secured Party Creditor, Real party in interest, Plaintiff. Third Party Intervener, Real injured party and request that the Defendants do the same, and waive all of their immunities. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by the precedent set by **Haines vs. Kerner at 404 U.S. 519**.

FRAUD, ERRORS AND LACK OF JURISDICTION, VENUE, PROOF OF CLAIM, SERVICE AND ADDITIONAL

That, Pursuant to the Hague Convention F.R.C.P. R.4(1) services to foreign sovereigns, whereby I object to the Serving of a summons which gives personal jurisdiction over Michele: Di Cosola and Paula-Joanne: Wrobel, private, sentient, sovereign man and woman, pursuant to F.R.C.P. R. 12(1),(2),(3),(4)and(5). That, pursuant to 28 U.S.C. 1441(a) any action brought in a State court of which the district court of the United States and the district court of appeals, have original jurisdiction, may be removed and appealed by the defendant or the defendants and now the Plaintiffs, to the district court of the United States for the district and the district court of appeals. That, pursuant to 28 U.S.C. 1441(b), claims of sovereign rights and due process rights arising under the constitution, not protected in a State court, which does not recognize, nor have to adhere to, Federal Rules of Evidence. That, Pursuant to 1446(b), I Michele: Di Cosola and I, Paula-Joanne: Wrobel, have a diversification of citizenship in a foreign state and nation. That, pursuant to F.R.C.P. R.8, whereby, We must file a supplemental statement for change of jurisdiction and venue. This has been done In Admiralty. That, I lack knowledge or information sufficient to form a belief about the truth of Defendants allegation pursuant to F.R.C.P. R.8(b)(5) to make a proper determination of the facts. That because of this, pursuant to F.R.C.P. R. 11(b)(4), I deny that the factual contentions are warranted on the evidence until the original wet ink contract is produced. That pursuant to F.R.C.P. R.9(a), the 18th JUDICIAL COURT OF DUPAGE COUNTY, must show capacity or authority to sue. I deny that such capacity or authority exists against a sovereign man. That pursuant to F.R.C.P. R.9(b) a fraud is being attempted and committed by Defendants to collect a debt that had no value consideration, was paid by bonded promissory note and was denied discharge. That pursuant to F.R.C.P. R. 10(h), and 14(c)under counterclaim in admiralty, that this Third Party Counterclaim is In Admiralty and therefore subject to the Jurisdiction of the district court of the United States and district court of appeals. That pursuant to F.R.C.P. R.13(b) and F.R.C.P. R. 14(a)(3) I have a right to assert a counterclaim. That pursuant to Rule 17(a) Real party in interest, Defendants have entered Michele: Di Cosola and Paula-Joanne: Wrobel as the Real party in interest but has failed to enter who the Real injured party is in the original complaint. This action must be prosecuted in the name of the real party in interest. That pursuant to F.R.C.P. R.17(1)(D),(E) and (G), Plaintiff is acting in the capacity of a bailee; a trustee of an express trust; a party authorized by 810 ILCS statute. That, pursuant to Rule 24(a)(1), Plaintiff has an unconditional right to intervene by a federal statute; and 24(a)(2) has a claim and interest in the same property and transaction that is the subject of the action and that disposing of the matter will impede and impair the Third Party Plaintiffs ability to protect its interest.

AS TO COUNT 1: I, **Michele: Di Cosola and Paula-Joanne: Wrobel** are a Sovereign sentient man and woman who are outside of the de facto corporations and government. We are domiciled on the soil of the Illinois Republic. Our diversification of Citizenship is as a foreign nation of the United States and an American National of the Illinois Republic. My Act of State under the Hague Convention has evidenced my declared free, private, sovereign, real man, status, which has been given Apostille from the Secretary of State and has been submitted as evidence under Exhibit "A" in my negative averment. All acts of joinder of the real man and woman with the Ens Legis Trust MICHELE DI COSOLA and PAULA JOANNE WROBEL or theft by deception of private property through conversion and/or constructive fraud, that have been committed against such sovereign man and woman are treason. Any attempt to call us a Federal State Citizen in order to have control in a de facto court is unlawful, illegal and Treason. I believe that the Defendants DO NOT have lawful cause of action due to lack of jurisdiction, venue and proof of claim.

Plaintiffs have no record or evidence that any territorial court within the Republic of Illinois or your court can demonstrate, show, or otherwise exhibit any subject matter jurisdiction over Plaintiff. I have no contract with you. I have documents on file with the Secretary of State and Internal Revenue, in this court, and with others showing that I have rebutted any contract that you may presume that I have with you. I believe there is no evidence to the contrary. See case law included herein.

The 18TH JUDICIAL CIRCUIT COURT, DEFENDANT, DEFENDANTS COUNSEL and JUDGE CERNE failed to provide any proof of jurisdiction and or status and was asked both written and orally on several occasions to provide proof of such jurisdiction prior to application of complaint but had refused to feel they have to answer to any affidavit, negative averment and or counterclaim.

NOTICE OF LACK OF SUBJECT MATTER JURISDICTION

It is the locus of the offense which determines jurisdiction, not the offense committed. *People v. Godfrey* (Cir.1880), 17 Johns, 225, 223 (N.Y. 1819)

Definition: **lo·cus** (l½"k...s) *n.*, **1.** A locality; a place.

"The omission of the Christian name by either plaintiff or defendant in a legal process prevents the court from acquiring jurisdiction, ..."
Bouvier's Law Dictionary, 8thed., pg. 2287

Gregg's Manual of English: *"A name spelled in all capital letters or a name initialed, is not a proper noun denoting a specific person, but is a fictitious name, or a name of a dead person, or a nom de guerre."*

***"Complaint must identify at least one plaintiff by true name; otherwise no action has been commenced."* Roe v New York (1970, SD NY) 49 FRD 279, 14 FR Serv 2d 437, 8 ALR Fed 670.**

> (The reasoning behind a true name is that neither a STATE, nor the UNITED STATES, can pick up a pencil or sneeze, being nothing more than a "piece of paper". They cannot, therefore, assume the liability of actions nor write a complaint. All activities carried on by governmental agencies are carried out by its agents and actors.)

The Supreme Court case, *Monroe Cattle Co. v. Becker*, 147 U.S. 47 (1893) says:

Defendant was impleaded by the name of A. W. Becker. **Initials are no legal part of a name**, the authorities holding the **full Christian name** to be essential. *Wilson v. Shannon*, 6 Ark. 196; *Norris v. Graves*, 4 Strob. 32; *Seely v. Boon*, 1 N. J. Law, 138; *Chappell v. Proctor*, Harp. 49; *Kinnersley v. Knott*, 7 C. B. 980; Turner v. Fitt, 3 C. B. 701; *Oakley v. Pegler*, (Neb .) 46 N. W. Rep. 920; *Knox v. Starks*, 4 Minn. 20, (Gil. 7;) *Kenyon v. Semon*, (Minn.) 45 N. W. Rep. 10; *Beggs v. Wellman*, 82 Ala. 391, 2 South. Rep. 877; *Nash v. Collier*, 5 Dowl. & L. 341; *Fewlass v. Abbott*, 28 Mich. 270.

The UNITED STATES Government Printing Office Style Manual clearly defines the rules of grammar for recording of a proper noun in Chapter 3.2, Capitalization. "Proper nouns are capitalized [examples given] Rome, Brussels, John Macadam, Macadam family, Italy, and Anglo-Saxon." It further defines, in Chapter 11.7, that "Names of vessels are

quoted in matter printed in other than lower case roman...[examples given are] LUSITANIA [or] LUSITANIA."

Black's Law Dictionary "*Fictitious Name*": "*A counterfeit, alias, feigned, or pretended name taken by a person, differing in some essential particular from his true name (consisting of Christian name and patronymic), with the implication that it is meant to deceive or mislead.*"

Oxford Dictionary:

- "*nom*": Used in expressions denoting a pseudonym, a false or assumed name.
- "*Nom de guerre*": War name. A name assumed by or assigned to a person engaged in some action or enterprise.
- "*Guerre*": War, and as a verb, to wage war.

The U.S. Government Style Manual, Chapter 3 **requires** only the names of corporate and other fictional entities, or those serving in corporate capacities to be in all capitalized letters.

Fictitious names exist for a purpose. **Fictions are invented to give courts jurisdiction**. ***Snider v. Newell*** 44 SE 354.

"*Subject matter jurisdiction cannot be waived by parties, conferred by consent, or ignored by court*". *Babcock & Wilson v. Parsons Corp.*, 430 F.2d 531 (1970).

"*Subject matter jurisdiction may not be waived and courts may raise the issue sua sponte*" FRCP, Rule 12(h).

"*Lack of subject matter jurisdiction is a defense that is never waived.*" FRCP, Rule 12(h)3.

"*Subject matter jurisdiction can never be waived and can be raised at any time, even after trial*". *Zenith Radio Corp. v. Matsushita Elec. Indus. Co., Ltd.*, 494 F.Supp. 1161 (D.C. Pa., 1980).

"*Lack of subject matter jurisdiction is not waivable and can even be raised on appeal after judgment on the merits*". *Monaco v. Carey Canadian Mines, Ltd.*, 514 F.Supp. 357 (D.C.,Pa., 1981)

"*Judgment of court lacking jurisdiction is void*" *Burnham v. Superior Court of California*, County of Marin, 110 S.Ct. 2105 (1990).

"Jurisdiction, once challenged, cannot be assumed and must be decided." *Maine v Thiboutot* 100 S. Ct. 250.

One of the hallmarks of subject matter jurisdiction is that it can be raised at any time, including on appeal. If the District Court lacked subject matter jurisdiction, **we would have to vacate its order.**
Hawley v. Murphy, 1999 ME 127, ¶ 8, 736 A.2d 268, 271; M.R. Civ. P. 12(h)(3)

"Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, **but rather should dismiss the action**." *Melo v. U.S.* 505 F 2d 1026

A judgment obtained without jurisdiction over the defendant is void. *Overby v. Overby* , 457 S.W.2d 851 (Tenn. 1970).

"A void judgment is one that has been procured by extrinsic or collateral fraud or entered by a court that did not have jurisdiction over the subject matter or the parties." *Rook v. Rook*, 233 Va. 92, 95, 353 S.E.2d 756, 758 (1987)

"Therefore, it is necessary that the record present the fact establishing the jurisdiction of the tribunal." *Lowe v. Alexander* 15C 296; *People v. Board of Delegates of S.F. Fire Dept.*, 14 C 479

"The law requires **PROOF OF JURISDICTION to appear on the Record of the administrative agency and all**

administrative proceedings." *Hagans v. Lavine*, 415 U.S. 533 (1974)

"If any tribunal (court) finds absence of proof of jurisdiction over person and subject matter, the case must be dismissed." *Louisville RR v. Motley*, 211 U.S. 149, 29 S.Ct. 42 (1908)

"Where there is no jurisdiction there is no judge; the proceeding is as nothing. Such has been the law from the days of the Marshalsea, 10 Coke 68; also Bradley v. Fisher, 13 Wall 335,351." *Manning v. Ketcham*, 58 F.2d 948.

"A distinction must be here observed between excess of jurisdiction and the clear absence of all jurisdiction over the subject-matter any authority exercised is a **usurped authority** and for the exercise of such authority, when the want of jurisdiction is known to the judge, **no excuse is permissible**." *Bradley v.Fisher*,13 Wall 335, 351, 352.

"Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." In re McCowan (1917), 177 C. 93, 170 P. 1100.

"The rule of governmental immunity as to all political subdivisions of government is hereby abrogated as it has heretofore been abrogated as to municipal corporations, i.e., cities. No longer is the defense of governmental immunity for tort liability available, irrespective of whether the involved political subdivision is functioning 'governmentally' or 'proprietarily'." *MYERS v GENESSEE COUNTY, 375 Mich 1, 1965.*

"The principal of sovereign immunity is not one which allows the sovereign to continue to inflict injury.... †[sovereign immunity] does not give the sovereign the right to totally disregard the effect of its' actions upon the public." *Shaw v. Salt Lake County*, 224 P2d 1037. †

"Sovereign immunity does not apply where (as here) government is a lawbreaker or jurisdiction is the issue." *Arthur v. Fry*, 300 F.Supp. 622 (1960).

Jurisdiction is of two kinds, of the subject matter and of the person, and both must concur or the judgment will be void in any case in which a court has assumed to act, the difference being that jurisdiction of the subject-matter given by law cannot be conferred by consent, while jurisdiction of the person may be obtained by consent. *Rabbitt v. Frank c. Webber & Co.* 130 N.E. 787, 788

...in criminal cases we have repeatedly stated that the failure of an indictment to allege an element of the offense deprives the court of jurisdiction to proceed with the prosecution of the defendant. See *State v. Levasseur*, 538 A.2d 764, 766 (Me. 1988)

Jurisdiction is the essential basis of the court's authority, and this issue may be raised at any time. See *State v. Dhuy*, 2003 ME 75, ¶ 8, 825 A.2d 336, 341; M.R. Civ. P. 12(h)(3) ("Whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action.")

"[a] challenged judgment is either valid or void." *Boyer v. Boyer*, 1999 ME 128, ¶ 6, 736 A.2d 273, 275. **"A judgment is void and must be vacated if the court issuing the judgment lacks subject matter jurisdiction**." Id.

There is marked distinction in law between a natural person and a legal person. One can be both a legal fiction or a real human being, the other cannot. The Supreme Court has actually touched on this issue in ***Monroe Cattle Co. v. Becker***, 147 U.S. 47 (1893): Defendant was impleaded by the name of A. W. Becker. **Initials are no legal part of a name, the authorities holding the full Christian name to be essential**. Wilson v. Shannon, 6 Ark. 196; Norris v. Graves, 4 Strob. 32; Seely v. Boon, 1 N. J. Law, 138; Chappell v. Proctor, Harp. 49; Kinnersley v. Knott, 7 C. B. 980; Turner v. Fitt, 3 C. B. 701; Oakley v. Pegler, (Neb .) 46 N. W. Rep. 920; Knox v. Starks, 4 Minn. 20, (Gil. 7;) Kenyon v. Semon, (Minn.) 45 N. W. Rep. 10; Beggs v. Wellman, 82 Ala. 391, 2 South. Rep. 877; Nash v. Collier, 5 Dowl. & L. 341; Fewlass v. Abbott, 28 Mich. 270.

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Macadam, Macadam family, Italy, and Anglo-Saxon." It further defines, in Chapter 11.7, that "**Names of vessels are quoted in matter printed in other than lower case roman...[examples given are] LUSITANIA [or]** LUSITANIA." The term vessel, as defined in Black's, 6th Ed. Is noted as being a legal description not limited to ships or vessels engaged in commerce pursuant to case law like *St. Hilaire Moye v. Henderson*, C.A. Ark., 496 F.2d, 973. The definition of the term is also provided in the United States Code;

Should the judge not have subject-matter jurisdiction, then the law states that the judge has not only violated the law, **but is also a trespasser of the law.** --*Von Kettler et al. v. Johnson* , 57 Ill. 109 (1870)

"If the magistrate has not such jurisdiction, then he and those who advise and act with him, or execute his process, are trespassers." --*Elliott v. Peirsol*, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828)

"Without authority, its judgments and orders are regarded as **nullities**. They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal in opposition to them. **They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers**. This distinction runs through all the cases on the subject; and it proves, that the jurisdiction of any court exercising authority over a subject, may be inquired into in every court, when the proceedings of the former are relied on and brought before the latter, by the party claiming the benefit of such proceedings." --*In re TIP-PA-HANS Enterprises, Inc.*, 27 B.R. 780, 783 (1983)

Part of Article VI:

This Constitution, and the laws of the United States which shall be made in pursuance thereof; and **all treaties made**, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the **judges in every state shall be bound thereby**, anything in the Constitution or laws of any State to the contrary notwithstanding.

The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support **this** Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States.

The Colonists' intent not to create a SOVEREIGN but rather, to further bind the Branches of government is made clear in the Preamble To The Bill Of Rights-December 15, 1791.

"The conventions of a number of the States having at the time of their adopting the Constitution, expressed a desire, IN ORDER TO PREVENT MISCONSTRUCTION OR ABUSE OF ITS POWERS, THAT FURTHER DECLARATORY AND RESTRICTIVE CLAUSES SHOULD BE ADDED: And as extending the Government, will best insure the beneficent ends of its institution."

Any Jurisdiction emanating from a presumption of a fiction is presumptive or fictitious, and Such is a **Factitious** Tool For Unlawful Control.

Government sovereignty over THE PEOPLE is a presumption and a fiction, and which when once repudiated, must thereafter be proved to exist.

If the Individual cannot be Proved to be subject to the Jurisdiction of any Constitution or Other Social Contract or Compact, He also cannot be proved to be subject to the Jurisdiction of any Branch of government Created Thereunder.

Likewise, if it cannot be Proved that **The Individual** is DIRECTLY Subject to the Jurisdiction of any Legislature, it also cannot be Proved that He is INDIRECTLY Subject to Such Jurisdiction by way of any Legislative Enactments.

In the absence of proof that The Individual is subject to the Jurisdiction of any Constitution or other Social Contract or Compact, **Jurisdiction over Him DOES NOT EXIST**.

Since the intent of Article VI is to define exactly to Whom the Constitutional Jurisdiction applies; since the fact exists that **THE PEOPLE are excluded from the requirements of Article VI**, prima facie; See: INCLUSIO UNIS EST EXCLUSIO ALTERIUS: Black's, Page 687;

> since no presumption that THE PEOPLE are subject to the Jurisdiction of the Constitution is, or can be made; since all Constitutions are considered in pari materia with all other Constitutions;
>
> since all Constitutions are subject to the provisions of Article VI; since no Constitution operates on THE PEOPLE at-large by virtue of the fact that THE PEOPLE are excluded from the requirements of Article VI, et seq; then **in**

pursuing His occupations of Common-Right, the Individual has made no Oath or Affirmation supporting any Constitution, and He is not subject to any Constitutional Jurisdictions.

CONCLUSION - SUMMARY

If The Individual is not subject to any Constitutional Jurisdictions, He is also not subject to any Enactment made by any Constitutionally Created Legislature; and,

if He is not subject to any Constitutional Jurisdictions, He is also not subject to any Jurisdiction presumed by any Constitutionally Created Executive Branch of Government; and,

if He is not subject to any Constitutional Jurisdictions, He is also not subject to any Jurisdiction presumed by any Constitutionally Created Judiciary.

In the complete absence of any Lawful and verified Oath or Affirmation made by a Nonparticipant Individual, to support any Constitution; or in the complete absence of proving a Higher Title to that Property Known and Described as the **Nonparticipant Individual** Himself, **In Personam Jurisdiction does not exist**; and,

in the complete absence of proving a Lawful and voluntary contract made by Such Nonparticipant, pledging Himself and/or His Property- Rights to certain specified performance, **Subject Matter Jurisdiction does not exist**; and,

in the complete **absence** of any Lawful and verified complaint made against Such Nonparticipant, wherein a Real Injured Party Claims a Damage, **no criminal Jurisdictions exist**; and, in the complete absence of the Nonparticipant Individual, being a Private Man upon the land, **no Venue Jurisdiction can exist**; thus, in the complete absence of proving the existence of either In Personam, Subject Matter Jurisdiction or Venue Jurisdiction, **corporate governmental Jurisdiction over the Nonparticipant Individual does not exist**. QUOD ERAT DEMONSTRANDUM.

TORT REMEDY

Every Act perpetrated by any Constitutional Created Branch of government while absent Jurisdiction; every Such Act being required to be made unlawfully under Forces of Arms; and every Such act having been made without probable cause; then, every Such Act is required to have been made as a **Trespass**, and/or other **Tort** upon a Nonparticipant Individual, and shall constitute a Case to be pursued against **the Perpetrator** in an **Action At Law** for the recovery of Damages.

In the day of computer technology and the sophisticated means by which a document can be put together to make the copies say whatever the bank wants to have them say is **no proof of anything without competent fact witness what the original contract actually was, or my agreement to it, as the subject matter of this dispute giving jurisdiction for the Court to hear the claim.**

If Plaintiff cannot provide the Court with a competent fact witness as to **what the original, unaltered signed contract actually was that we agreed to, which they have not,** then the Defendant nor the Court has any way to judge the compliance of either of us to the contract if it doesn't know as **fact established by the rules of evidence what the substance of the actual contract was or even the basic terms of the loan agreement itself** and **therefore the claim is vague and ambiguous** to give the Court **subject matter of an actual agreement** to have jurisdiction to hear any claims based on such agreement.

Pursuant to the Illinois Constitution there is **ambiguity** as to the proper credentials and setting of the Court under its oaths of office recorded in the public records requiring clarification of the Court and is a matter of which the court is required to take judicial notice.

Michele: Di Cosola and Paula-Joanne: Wrobel, would show unto the Court, Plaintiff's case results in an insufficiency of pleadings that fails to establish standing of the Plaintiff to bring this suit and therefore is improper and requires a more definite statement or in the alternative that this complaint should be struck as insufficient to require Michele Di Cosola and Paula Joanne Wrobel to formulate an answer.

INSUFFICIENCY OF PLAINTIFF'S PLEADINGS

A judgment is void where a complaint states no cognizable cause of action against that party, *Charles v Gore*, 248 Ill.App.3d 441, 618 N.E. 2d 554 (1st Dist 1993), or ;

where no justiciable issue is presented to the court through proper pleadings, *Ligon v Williams*, 264 Ill.App.3d 701, 637 N.E.2d 633 (1st Dist. 1994),

BRIEF OF LAW IN SUPPORT

Courts of limited jurisdiction are empowered by one source: SUFFICIENCY OF PLEADINGS – meaning one of the parties appearing before the inferior court must literally give the court its judicial power by completing jurisdiction. A party seeking to invoke a court's jurisdiction bears the burden of establishing that such jurisdiction exists.

See *Scott v. Sandford*, 60 U.S. 393 (U.S. 01/02/1856), *Security Trust Company v. Black River National Bank* (12/01/02) 187 U.S. 211, 47 L. Ed. 147, 23 S. Ct. 52, *McNutt v. General Motors Acceptance Corp.*, 298 U.S. 178, 189 (1936), Hague *v. Committee for Industrial Organization et al.* (06/05/39) 307 U.S. 496, 59 S. Ct. 954, 83 L. Ed. 1423, *United States v. New York Tlelphone co.* (12/07/77) 434 U.S. 159, 98 S. Ct. 364, 54 L. Ed. 2d 376, Chapman *v. Houston Welfare Rights Organization et al.* (05/14/79) 441 U.S. 600, 99 S. Ct. 1905, 60 L. Ed. 2d 508, *Cannon v. University of Chicago et al.* (05/14/79) 441 U.S. 677, 99 S. Ct. 1946, 60 L. Ed. 2d 560, *Patsy v. Board of Regents State of Florida* (06/21/82) 457 U.S. 496, 102 S. Ct. 2557, 73 L. Ed. 2d 172, *Merrill Lynch v. Curran et al.*. (05/03/82) 456 U.S. 353, 102 S. Ct. 1825, 72 L. Ed. 2d 182, 50 U.S.L.W. 4457, *Insurance Corporation of Ireland v. Compagnie Des Bauxites de Guinee(06/01/82)* 456 U.S. 694, 102 S. Ct. 2099, 72 L. Ed. 2d 492, 50 U.S.L.W. 4553, *Matt T. Kokkonen v. Guardian Life Insurance Company of America* (05/16/94) 128 L. Ed. 2d 391, 62 U.S.L.W. 4313, *United States ex rel. Holmes v. Consumer Ins. Group*, 279 F.3d 1245, 1249 (10th Cir. 2002) citing *United States ex rel. Precision Co. v. Koch Industries*, 971 F.2d 548, 551 (10th Cir. 1992).

Subject matter jurisdiction is the court's power to hear and determine cases of the general class or category to which proceedings in question belong; the power to deal with the general subject involved in the action.

Subject matter can never be presumed, never be waived, and cannot be constructed even by mutual consent of the parties. Subject matter jurisdiction is two part: the statutory or common law authority for the court to hear the case and the appearance and testimony of a competent fact witness, in other words, sufficiency of pleadings.

Subject matter jurisdiction cannot attach by mutual consent of the parties, or through lapse of time or course of events other than sufficient pleadings.

This court will observe that all case citations cited by Petitioner here within have been shepherdized and found to be standing decisions of their respective tribunals.

When the jurisdiction of any tribunal is challenged, that tribunal bears the burden of proving of jurisdictions over both person and subject matter.

"Once jurisdiction is challenged it must be proven." Hagins vs Levine 415 US 533 note 3 (1974)

"...Where the question of **jurisdiction** in the court over the person, the subject matter, or the place where the crime was committed can be raised, in any stage of a criminal proceeding; it **is never presumed, but must always be proved**; and it is never waived by the defendant. " U.S. vs. Rogers, District Court Ark.,23 Fed 658 1855

Title 5 U.S.C. section 556 states as follows: **"When jurisdiction is challenged the burden of proof is on the government."**

Federal Procedure §2.455 states, as follows: "If a party's allegations of jurisdictional facts are challenged by an adversary in any appropriate manner, he or she must support them by competent proof."

That (the 11th) Amendment's "fundamental principle" that "the States, in the absence of consent, are immune from suits brought against them . . . by a foreign State" was enunciated in *Principality of Monaco v. Mississippi*, 292 U.S. 313, 329-330, 78 L. Ed. 1282, 54 S. Ct. 745 (1934).

Most any "Legal Dictionary" will display the fact that, 1) the People are Sovereign; and 2) the People are the State.

The "majority" MAY be the consensus of the people of a Democracy, but in a Republic, or any State with a "Republican form of government", the minority is protected from the majority, or any other entity, cluster, group, or collection thereof that acts against actual "Law". This Affiant and Belligerent Claimant yields no license, leave, or permit to do anything contrary to this Affiant's un-alienable Rights, as ensured in the written documents referred to as the Constitution for the united States of America and the Bill of Rights.

Any, and all, agents, or agencies, of any State are nothing more than "employees" of a State.

Any man accused of any crime has a right to face his accuser, not a "representative" of the alleged accuser. If the "STATE" says I have injured the STATE, let the STATE be sworn in and questioned. Only a properly sworn and verified complaint from a true injured party may witness against this Affiant. Anything short of that is Constructive Fraud, with many other types of fraud to follow; normally U.S. Mail fraud, conspiracy, etc.

"... it is essential in each case that there be some act by which the defendant **purposefully** avails itself [itself? Not himself or herself? Sounds like a corporation to me] of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws." HANSEN v. DENCKLA, 357 U.S. 235, at 253 (1957); [A state taxation jurisdiction question Case].

"... the phrase "subject to the jurisdiction" relates to time of birth, and one not owing allegiance at birth cannot become a Citizen save by subsequent naturalization, individually or collectively. The words do not mean merely geographical location, but '**completely** subject to the political jurisdiction'." ELK v. WILINS, 112 U.S. 94, at 102 (1884).

"An old principle, laid down from the earliest ages of British jurisprudence, from which we receive our national institutions, is that allegiance is that ligament or thread which bonds the subject to the sovereign, by an implied contract, owes, in turn, protection to the subject; and the very moment that the Government withholds its protection, that very moment allegiance ceases."
George A. Smith, from a discourse delivered in the Tabernacle, Salt Lake City, on November 29, 1857; 6 JOURNAL OF DISCOURSES 84, at 85 (London, 1859).

I believe there is no evidence to the contrary. This is Dishonor in commerce, Theft, Fraud, Conspiracy, and Racketeering.

AS TO COUNT TWO: Plaintiffs have no record or evidence that any court has political jurisdiction over Plaintiffs, or any other non-US Citizen, as per **NOTICE OF NO POLITICAL JURISDICTION with twenty two (21) Points added.** I believe there is no evidence to the contrary.

NOTICE OF NO POLITICAL JURISDICTION

Preface

When a foreign national wants to become a US Citizen they go through a lot of education, to make sure that they know what they're getting themselves into. Where is that protection for someone who is just born in this country and not even able to speak? Are they born - "contracted" into the system? They cannot be, because that goes against the very purpose of the 13th amendment.

All issues **where there are no injured parties** fail to obtain POLITICAL JURISDICTION, which is assumed until challenged. The court has no jurisdiction over non-US citizens, and the burden of proof is on the party bringing the charge.

Corporate Governments do not exist in nature - all governments are corporations. All corporations are political fictions. By application it is reasonably impossible for a fictitious political entity to mandate political jurisdiction over any flesh and blood person unless such person intentionally and willingly volunteers to subject himself to the political jurisdiction of the political fiction. See Congressional Record June 13, 1967 pp. 15641-15646 for clarification on the all CAPITAL NAMED TRUST that you are using to obtain jurisdiction.

A fictitious entity has no cognitive abilities of its own and can only function through the cognitive capabilities of flesh and blood persons. As the political fiction has no cognitive reasoning capabilities it is impossible for the fictitious entity to know the intent of any flesh and blood man, and it is likewise impossible for any officer of such fictitious entity to know the intent of any flesh and blood man.

A political fiction can never claim that a flesh and blood man intentionally waived his personal sovereignty just because the flesh and blood man agreed to use some service offered through the political fictitious entity.

When a flesh and blood man purchases/exchanges, value for value, a product from a retailer (a fictitious entity), the retailer has no ability to mandate any obligation to purchase/obtain other products as the retailer has not acquired authority over the real man. From where would such authority originate??

To acquire authority/jurisdiction over the real man a contract would have to exist; one that was not un-conscionable, a contract signed by both parties of interest with full disclosure and consent, and displaying benefits to all parties involved.

Coming to equity with un-clean hands and deceptive trade practices creates an illusion in the political arena whereby one party is persuaded to give up some substantial right, or property, or perform some deed, or act, to his hurt and to the gain of another, constitutes fraud.

Only by intentional, informed (being fully informed of the consequences) volunteering can any man waive his political jurisdiction, the terms of which must be established prior to any alleged contract can be in force.

"The very purpose of a Bill of Rights was to withdraw certain subjects from the vicissitudes of **political controversy**, to place them beyond the reach of majorities and officials and to establish them as **legal principles** to be applied by the courts. One's right to life, liberty, and property, to free speech, free press, freedom of worship & assembly, and other fundamental rights may not be submitted to vote; they depend on the outcome of no elections." Jackson, J., ***West Virginia State board of Education v. Barnette*** 319 US 624,638 87 Led 1628, 1638, 63 SCt 1178, 147 ALR 674 (1943) (Robert H Jackson, Supreme Court Justice)

Projection, Clarity, and Declaration;

POLITICAL jurisdiction is the fountainhead of all other forms or degrees of jurisdiction - without Political Jurisdiction the courts have absolutely no jurisdiction what-so-ever!! Once Political jurisdiction is assumed or presumed, any other form of jurisdiction is nothing but bartering over the price of a whore, all actions being that of **illicit commercial intercourse in the form of "personal jurisdiction", "subject matter jurisdiction", etc.**

If the word "jurisdiction" is used, in the instance of this Affiant, it shall **ALWAYS** have **the adjective "Political" in front of it.**

Estoppel is, and shall be, exercised/brought into play immediately upon the entry/beginning of any case against Affiant and Political Jurisdiction shall be established/affirmed by the complaining entity, which happens to be a fictional **political** entity, with proof positive that Political Jurisdiction exists over Affiant before any proceedings can commence. [If proof of Political Jurisdiction is not presented within 30 seconds, if in court, and 10 days, if by Post, time being of the essence, my business is deemed as being finished.]

This Affiant has the highest regard for political fictions, including all courts, therefore Contempt can never be entered against Affiant. However, knowing **a true definition of court is "a place where contracts and agreements are made" and a document, properly served is "an act of court", any Actor** who disrupts proper procedure may be charged with contempt of court and punished as a tort injury, or under waiver of tort, for punitive and compensatory damages.

It should be well Noted that; it was not this Affiant that had offered up an Oath of accepted duties and obligations, and it should be well Noted that this Affiant did, indeed, accept said Oath by the officers of the state and the officers of the court to consummate a full and binding contract in the Private between Affiant and Actors.

However, if Contempt charges can be filed against Affiant for demanding that Political Jurisdiction be established before any proceedings occur, that would certainly be a new form of rape, and should be recorded for the sake of precedence.

AFTER CLARITY; Points Added

Point 018(d) A. Whereas, as it is well known and self evident, that as of July 4, 1776, the People of the Thirteen (former) British Colonies of North America, engaged in an armed rebellion against their Former Sovereign, and;

Point 018(d) B. Whereas, as it is likewise well known and self evident, the aforementioned Rebels prevailed in their armed rebellion and therein wrested their personal individual sovereignty from their former foreign sovereign, and thereby each and every one of the former subjects became each and every one, individually and personally sovereign over his or her own person, and;

Point 018(d) C. Whereas, as it is equally well known and self evident, that as of July 4, 1776, any and all political authority and or political jurisdiction exercised by any political authority of any and every nature whatsoever, prior to the said date, over the Thirteen (former) British Colonies of North America, ceased to exist in any way, and;

Point 018(d) D. Whereas, as it is equally well known and self evident, that as of July 4, 1776, any and all political authority and or political jurisdiction exercised by any political authority of any and every nature whatsoever, prior to the said date, over the People, and/or the Posterity thereof, domiciled in the aforementioned Thirteen (former) British Colonies of North America, ceased to exist in any way, and;

Point 018(d) E. Whereas, as it is equally well known and self evident, that as of July 4, 1776, based on the foregoing, the People of the aforementioned Rebellion, domiciled in the (former) British Colonies, became, each and every man and woman thereof, politically equal to each other, with none nor any combination thereof, having political authority over any other, and;

Point 018(d) F. Whereas, as it is equally well known and self evident, that subsequent to July 4, 1776, several of the aforesaid People formed a Federation known ass The United States of America and appointed one of themselves, namely, John Jay, as Chief Justice of the Supreme Court of the United States, and;

Point 018(d) G. Whereas, as it is equally well known and self evident, that in 1794, in a case called Chisholm vs. Georgia, (2Dal/US 419), Chief Justice John Jay wrote words to the effect, "That upon the revolution, the former subjects became joint tenants in the sovereignty." and;

Point 018(d) H. Whereas, as it is equally well known and self evident, that any government formed by any of or any combination of the aforesaid People, subsequent to July 4, 1776, that said government could not, would not, have any political authority to bind or claim the service of any of the aforesaid men or women who did not each one individually and personally freely volunteer into such service, and;

Point 018(d) I. Whereas, as it is equally well known and self evident, that in 1866, the Thirteenth Amendment to the Constitution of the United States was adopted and ratified, and;

Point 018(d) J. Whereas, as it is equally well known and self evident, the Thirteenth Amendment provides that involuntary servitude shall not exist in the United States or in any place subject to their jurisdiction, excerpt as a punishment for crime whereof the party shall have been duly convicted, and;

Point 018(d) K. Whereas, as it is equally well known and self evident, the prohibition of involuntary servitude mandated in the Thirteenth Amendment clearly indicates the foregoing prohibition is applicable to the Posterity of the former British subjects (and every other person lawfully born in the United States). That is, the Thirteenth Amendment's prohibition of involuntary servitude constitutes a codification of the principle expounded by John Jay, (regarding the emancipation of July 4, 1776), in Chisholm vs. Georgia, and;.

Point 018(d) L. Whereas, as it is equally well known among those who can read, and is in any event, self evident, that the Fourth Article of the Fourteenth Amendment mandates that citizens of the United States pay the public debt without complaint; and;

Point 018(d) M. Whereas, as it is equally well known at least among those who can read, and is in any event, self evident, that this Fourth Article provision of the Fourteenth Amendment establishes that US citizenship constitutes and is undeniably a condition of political servitude, and:

Point 018(d) N. Whereas, as the foregoing item clearly establishes that US citizenship constitutes and is a servitude status, that therefore, US citizenship must be and is, therefore, a voluntary status, and

Point 018(d) O. Whereas, as the foregoing item clearly establishes, US citizenship is not acquired automatically by a person's birth in the United States, and;

Point 018(d) P. Whereas, as it is equally well known at least among those who can read, and is in any event, self evident,

that the act of acquiring US citizenship is mandated to be a voluntary act, in order that those persons born in the United States, who subject themselves to US citizenship, do so on a totally voluntary basis in order that their subjection to such servitude be unquestionably a voluntary act, freely, willfully and intentionally entered into, in order that the resulting servitude be established as being totally voluntary, in compliance with the Thirteenth Amendment's prohibition of involuntary servitude, and;

Point 018(d) Q. Whereas, as it is equally well known and self evident, a careful reading of the citizenship clauses of the First Article of the Fourteenth Amendment will reveal that those clauses do NOT in any way provide that all persons born in the United States are, due to such birth, automatically citizens thereof, and;

Point 018(d) R. Whereas, as the Undersigned, being naturally born in the United States but not born under the jurisdiction thereof, but rather, being born of the Posterity of the Rebels of July 4, 1776 and of the Posterity People of the Preamble to the Constitution of the United States of America, has not volunteered into servitude to the United States or to the United States of America or to any political subdivision of the aforementioned, and;

Point 018(d) S. Whereas that all "Officers of the Court," which include members of the DUPAGE COUNTY DISTRICT ATTORNEY'S staff, are under oath of office to support and defend both U.S. and Illinois Constitutions, and;

Point 018(d) T. Whereas, that the County Sheriff, and all Deputies thereof, and/or Jail Staff, in their capacity as Agents for the CORPORATE DUPAGE COUNTY SHERIFF'S DEPARTMENT, are bound by their oath of office to support and defend, both Constitution of the United States of America and the Illinois State Constitution, and;

Point 018(d) U. Whereas, as it is self evident, this instant writing constitutes and is lawful notification of the foregoing and is presented to the addressee pursuant to the Constitution of the United States of America, specifically, the First, Fourth, Fifth, Sixth, Seventh, Ninth, Tenth, Thirteenth and Fourteenth Amendments thereof, and pursuant to the oath(s) of office of the Libellee(s) hereof

AS TO COUNT THREE. **Plaintiffs** have no record or evidence that any Venue Jurisdiction is obtainable over Plaintiff. I believe there is no evidence to the contrary. Venue Jurisdiction does not exist over **CLAIMANT**

See the *Law of Federal Courts
Section 42 at 257 (5th ed. 1994)* which states:

"The most important difference between **venue** and **jurisdiction** is that a party may consent to be sued in a district that otherwise would be an improper venue, and it waives its objection to venue if it fails to assert it promptly."

"Court must prove **on the record**, all jurisdiction facts related to the jurisdiction asserted." *Lantana v. Hopper, 102 F 2d 188; Chicago v. New York, 37 F Supp. 150*

In the midst of "legal entities", "legal fictions", "fictions at law", etc., etc., we are given little hints and clues about **reality and substance** versus **fictional nonsense** within their rules and codes:

TITLE 26 > Subtitle F > CHAPTER 79 > § 7701
§ 7701. Definitions
(39) Persons residing outside United States
If any citizen or resident of the United States does not reside in **(and is not found in)** any **United States judicial district**, such citizen or resident shall be treated as residing in the District of Columbia for purposes of any provision of this title relating to—
(A) **jurisdiction of courts, or**
(B) **enforcement of summons.**

What is a judicial district? It is NOT the Northern district of Ohio, or the Eastern district of Pennsylvania or the Southern district of California etc, etc. All of those are not "judicial districts", they are **figments of the imagination** and what amounts to statutory plane of existence courts. How do I know that? **The above mentioned "United States judicial district" has no "metes and bounds" applicable to a geographical location** – **VENUE**!

USAM TITLE 9, 231 Particular Allegations -- Venue

A defendant has a right to be tried in a forum where the crime was committed. *See* Article III, Section 2, Constitution of the United States; Sixth Amendment, Constitution of the United States; Fed. R. Crim. P. 18. **As discussed, *infra*, this "right" may be waived, but absent a waiver, the government's case fails for lack of proof of venue**. *See United States v. Branan*, 457 F.2d 1062, 1065-66 (6th Cir. 1972). The necessity of proving venue, however, does not require it to be alleged in the indictment. Fed. R. Crim. P. 7(c)(1), does not require venue to be alleged in an indictment. *United States v. Votteller*, 544 F.2d 1355 (6th Cir. 1976). *See* this Manual at 229. **To avoid the filing of a bill of particulars to discover where the offense was committed, the better practice is to include such information in the indictment**. *See Hemphill v. United States*, 392 F.2d 45, 48 (8th Cir.), *cert. denied*, 393 U.S. 877 (1968).

Venue must be proved at trial by the government by a preponderance of the evidence, and proof may be by direct or circumstantial evidence. *See United States v. Lewis*, 797 F.2d 358, 366 (7th Cir. 1986), *cert. denied*, 479 U.S. 1093 (1987); *United States v. McDonough*, 603 F.2d 19 (7th Cir. 1979); *United States v. Powell*, 498 F.2d 890, 891 (9th Cir.), *cert. denied*, 419 U.S. 866 (1974); *United States v. Luton*, 486 F.2d 1021, 1023 (5th Cir. 1973), *cert. denied*, 417 U.S. 920 (1974). **A division of a district, however, is not a unit of venue.** *See United States v. Burns*, 662 F.2d 1378 (11th Cir. 1981). Any defect in venue apparent from the indictment will be waived if the defendant fails to object before pleading guilty or before trial. *See United States v. Allen*, 24 F.3d 1180, 1830 (10th Cir.), *cert. denied*, 115 S.Ct. 493 (1994); *United States v. Semel*, 347 F.2d 228, 229 (4th Cir.), *cert. denied*, 382 U.S. 840 (1965); *United States v. Jones*, 162 F.2d 72, 73 (2d Cir. 1947); Fed. R. Crim. P. 12(b)(2). A claim of insufficient evidence to support a finding of venue will be waived if not specifically raised in a motion for acquittal. *See United States v. Menendez*, 612 F.2d 51 (2d Cir. 1979). *See also United States v. Roberts*, 618 F.2d 530 (9th Cir.), *appeal after remand*, 640 F.2d 225, *cert. denied*, 452 U.S. 942 (1980)....

A division of a district IS NOT A PHYSICAL PLACE. It does not exist except within the **imaginations** of men.

http://www.usdoj.gov/usao/eousa/foia_reading_room/_usam/title9/_crm00231.htm

I have researched this enough that I can now state affirmatively that the "**district court of the United States**" [as compared to U.S.D.C.] were never abolished in the several States as Congress attempted to do with the "Circuit Court of the United States" in 1911 in the Judicial Code after they transferred the powers into the district court of the United States and only repealed the prima facia of evidence in the 1878 Revised Statutes. Of course in checking in Westlaw for confirmation, **the Judiciary Act of 1789 and the Circuit Courts of the United States are alive in law, but not used.**

Congress in 1948 created in the Land of Oz the "United States District Courts" for the different districts as found today in 28 USC § 132, but as it would be treason to abolish the de jure district courts of the United States; therefore, Congress just left that important constitutional issue alone to exist in the shadows to fade away as we get trained as mice for food in a maze. Of course with most attorneys being procedurally trained, they followed along like good sheep with the change.

Congress did openly change the District Court of the United States in the **District of Columbia** and certain territories / possessions to the United States District Court as in DC and the territories as Congress has plenary Power and can call the courts Santa Clause if they want and legally and lawfully do the same.

The Supreme Court of the United States being participants in the treason, did in a Supreme Court ORDER of December 29, 1948 state that the title "Rules of Civil Procedure for the **district courts of the United States**" be amended to read "Rules of Civil Procedure for the **United States District Courts.**"

Black's 4th page 1727-Definition of Venue -

"Formerly spelled visne. A neighborhood; **the neighborhood, place or county** in which an **injury** is **declared** to have been done, or **fact declared to have happened**."

The US Attorney's manual is telling us that the existing division of districts are not places. And they regularly and commonly prosecute by indictment without claiming a real venue and unless you are savvy enough to detect the difference, the prosecution will move forward with no stated claim of venue. Why do they do this? Because all of their statute violations (quasi -crimes) **do not have a physical venue in which they are committed.**

Then 26USC7701 states if you are not residing in and [key words] "cannot be found in" a judicial district then you are in DC. Ummm, your body cannot ever be found on a **statutory** plane of existence, so they are talking about the real judicial districts based on metes and boundaries counties and NOT the political subdivisions they have created out of states, counties, cities, towns, school districts etc.

AS TO COUNT FOUR: Plaintiffs have no record or evidence that Defendants, or court, has any proven jurisdiction over Plaintiff, thus the request to clarify character of jurisdiction, as per NOTICE AND DEMAND TO CLARIFY CHARACTER OF COURT'S JURISDICTION. I believe there is no evidence to the contrary.

NOTICE AND DEMAND TO CLARIFY CHARACTER OF COURT'S JURISDICTION

THIS DOCUMENT exists and is presented for the sole purpose of **challenging any presumed jurisdiction** of this, or any, court, over, or upon, this Affiant; all statements being made to declare perpetually, that you DO NOT have jurisdiction, and, or, why (for purpose of Clarity) you do not have jurisdiction.

THIS DOCUMENT IS an "Appearance", a Special-Restricted Appearance.

"The mere use of the term "special" does not necessarily cause an appearance to be such. To constitute a special appearance only, it must be special in name and in fact, and must not do other than to ask the court to hold that it has no jurisdiction." State Ex Rel. Livington v. Superior Court, 175 Wash. 405, 408, 27 P.2d 729 (1933).

OTHER NOTES: The language of the motion here goes no further than the language of the motion considered in Matson v. Kennecott Mines Co., 103 Wash. 499, 175 Pac. 181. Here the court was asked to **"vacate, set aside and quash."** There the language was in the same identical words, and we there said:

"Clearly there was here no invoking of the jurisdiction of the court by asking for the rendition of a judgment or order in the case such as the court can only render when it has jurisdiction of the persons of the parties to the action. Under our statute, Rem. Code, SS 241, and under all the authorities, this constitutes a special appearance only." See, also, Rauch v. Zander, 134 Wash. 40, 234 Pac. 1039.

There seem to be cases so holding, but the majority rule, and we think the better and general rule, is to the contrary. The majority rule is well stated by the United States supreme court in Davis v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., 217 U. S. 157, as follows:

*"In other words, it is contended that the person over whom personal jurisdiction has not been obtained cannot appear specially to set aside the attachment of his property, which we must assume in order to completely exhibit the contention, is valid. We cannot concur in the contention. It is supported, it is true, by some cases, but it is opposed by more. Drake on Attachments, SS 112, and cases cited. The stronger reasoning we think too is against the contention. A court without personal **service** can acquire no jurisdiction over the person, and when it attempts to assert jurisdiction over property it should be open to the defendant to specially appear to contest its control over such property; in other words to contest the ground of its jurisdiction. The jurisdiction of the court, therefore, depended upon the attachment, and the appearance to set that aside was an appearance to object to the jurisdiction. In other words, the defendant was only in court through its property, and it appeared specially to show that it was improperly in court."*

A multitude of authorities support this rule. We cite but a few of the many, and have selected those mainly because of their full and enlightening discussion of the question. 2 R. C. L. 332, SS 12; *Adams v.* {175 Wash. 405, 410} *Trepanier Lumber Co.*, 117 Ohio 298, 158 N. E. 541, 55 A. L. R. 1118, and an exhaustive note following; *Coffman v. Brandhoeffer*, 33 Neb. 279, 50 N. W. 6; *Belknap v. Charlton*, 25 Ore. 41, 34 Pac. 758; *Price v. Hanson*, 60 Utah 29, 206 Pac. 272; *Tabor v. Baer*, 107 W. Va. 594, 149 S. E. 675.

State Ex Rel. Livington v. Superior Court, 175 Wash. 405, 407-410, 27 P.2d 729 (1933).

COMES by Special, Restricted Appearance only and not general appearance, **Michele Di Cosola and Paula Joanne Wrobel**, *sui juris*, as himself and herself in flesh and blood, who with respect, demands the court certify its jurisdiction and facts necessary to form a responsive document. The character of the jurisdiction of the court has heretofore not been revealed and I cannot be compelled or expected to plead or respond into any tribunal as a hoodwinked party. Wherefore, We the injured parties, demand the Court certify answer to the following questions authorized by the U.S. Constitution, **Illinois** Constitution and standing jurisprudence:

1. Is the CIRCUIT COURT OF THE 18TH JUDICIAL COURT OF DUPAGE COUNTY acting under and subjecting its citizens to a State of War or a State of Peace? [Evidence will be evident with the display of the Flag of Peace.]

2. Is the CIRCUIT COURT OF THE 18TH JUDICIAL COURT OF DUPAGE COUNTY for ILLINOIS, operating under the organic Constitution for the Republic United States of America, the Uniform Commercial Code, or the United Nations Charter? [Exactly, where are the proper Oaths recorded and to exactly **what** jurisdiction did you swear? This includes a statement from the One giving Oath that it was to "The Original, Organic Constitution for the states United, **OR NOT!!**]

3. Is the CIRCUIT COURT OF THE 18TH JUDICIAL COURT OF DUPAGE COUNTY for ILLINOIS, operating under Federal Admiralty - Maritime Jurisdiction, and **if so**, please certify for the record where the necessary International Admiralty - Maritime contract which respondent had to have signed willingly, intentionally, and deliberately can be found and examined? [And, what is the courts' corporate standing in the private publication of Dunn and Bradstreet?]

AS TO COUNT FIVE: Plaintiffs have no record or evidence that Defendants proof of jurisdiction has ever been established and that burden of proof is not upon Plaintiff, as made more explicit in EXHIBIT 107 - NOTICE OF FAILURE TO ESTABLISH JURISDICTION TO ADJUDICATE THE MATTER with added Points.

NOTICE OF FAILURE TO ESTABLISH JURISDICTION TO ADJUDICATE THE MATTER

ESTABLISHMENT OF PLAINTIFF'S BURDEN

The significance of the foregoing in the above styled action is that the Defendant herein cannot meet its mandatory burden to demonstrate that the Court has jurisdiction to adjudicate the matter. [Remember, all documents between real parties in interest are "Acts of Court"]

In ***United States v. Watson***, 80 F. Supp. 649 (E.D.Va., 1948), federal criminal charges were dismissed, the court stating as follows: **"Without proof of the requisite ownership or possession of the United States, the crime has not been made out."** 90 F. Supp., at 651.

In ***United States v. Beason***, 495 F.2d 475 (5th Cir., 1974), in finding federal jurisdiction for a robbery committed at Fort Rucker, the court stated: **"It is axiomatic that the prosecution must always prove territorial jurisdiction over a crime in order to sustain a conviction therefor."** 495 F.2d, at 481.

Point 107 A Plaintiffs have no record or evidence that the private home and privately owned business establishment of

Plaintiff are situated in a territory or possession of the Federal United States pursuant to Article I section 8 clause 17 of the" Constitution for the united States of America."

Point 107 B. Plaintiffs have no record or evidence that the corporation" UNITED STATES" or this court has legislative authority over the private home and privately owned business establishment of Affiant where the purported business and personal activities with regard to the filed action occurred.

Point 107 C. Plaintiffs have no record or evidence that the absolute **first** element necessary to determine jurisdiction over purported activities, pursuant to the Constitution, the statutes and the Federal Rules of Criminal Procedure, is not the determination of the **"place where"** the alleged activities occurred.

Point 107 D. Plaintiffs have no record or evidence that all jurisdiction does not rise and fall based on territorial boundaries and that this **mandate** is not set forth repetitively in the Federal United States statutes, judicial decisions, and rules of procedure that are the "law" that **control** the Federal United States District Courts.

Point 107 E. Plaintiffs have no record or evidence that Defendants have not failed or refused to provide any proof of jurisdiction over the **"place where"** the purported activities actually occurred and that the location must not be specified by the actual physical location, meets and bounds, block and lot and/or address of the **"place where"** the purported activities occurred.

[Only then can the question of jurisdiction be determined. This has been the basic element of federal legislative authority and jurisdictional determination for nearly two centuries. It is the guideline that any Court **must** use in determining whether the court has jurisdiction to allow a prosecution by Plaintiffs in this United States District Court.]

The Following Questions Must be Answered to Determine Federal Territorial Jurisdiction:

A. Is the land where the purported activities allegedly occurred "within" the District of Columbia, or a territory or possession of the Federal United States such as Puerto Rico, Guam, etc.?

B. If the answer to "A." is "No," has the Legislature of the State of Virginia, or any other state, ceded the land located in the State of Virginia, or any other state where the purported activities allegedly occurred, to the Federal United States? If so, when and by what Act of the Legislature?

C. If the answer to "B." is "Yes," did the Congress for the Federal United States accept the cession of the land located in the State of Virginia where the purported activities allegedly occurred? If so, when and by what Act of Congress?

D. If the answer to "C." is "Yes," did the Federal United States purchase the land located in the State of Virginia where the purported activities allegedly occurred? If so when, for what price and what evidence documents the purchase?

E. If the answer to "D." is "Yes," is the title to the land located in the State of Virginia where purported activities allegedly occurred currently owned by the Federal United States?

F. If the answer to "E." is "Yes," for what purpose(s) did the Virginia Legislature cede the land located in the State of Virginia where the purported activities allegedly occurred to the Federal United States? Was that purpose for the seat of government, for the erection of forts, magazines, arsenals, dock-Yards, or for other needful buildings necessary to carry out the exclusive legislation of the Federal United States? If so, what Act of the Virginia State Legislature stipulates the purpose of the cession?

G. If the answer to "F." is "Yes," did the Virginia State Legislature specifically cede legislative authority and jurisdiction to the land located in the State of Virginia where the purported activities allegedly occurred to the Federal United States? If so, what Act of the Virginia State Legislature stipulated the cession of legislative authority and jurisdiction?

H. If the answer to "G." is "Yes," does there exist **Public Notice** on the land located in the State of Virginia where the purported activities allegedly occurred that such a place is under the legislative authority and

jurisdiction of the Federal United States?

Point 107 F. Plaintiffs have no record or evidence that Defendants are not under obligation to respond positively to the above question and if not answered properly obtain no jurisdiction.

Misc. information;

FEDERAL TERRITORIAL JURISDICTION

In the united States of America, there are **two separate and distinct jurisdictions**, such being the **jurisdiction of the state republics within their own territorial boundaries** and the **other being federal jurisdiction of the "United States."** Broadly speaking, state jurisdiction encompasses the legislative power to regulate, control and govern real and personal property, individuals and enterprises within the territorial boundaries of any given state. In contrast, federal jurisdiction is **extremely** limited, with the same being exercised **only** in areas "outside" of state legislative power and territory. Notwithstanding the clarity of this simple principle, the line of demarcation between these two jurisdictions and the extent and reach of each has become tragically blurred, due to popular misconceptions and the efforts expended by the Federal United States to conceal one of its major weaknesses. It is only necessary to review history, read the clear and unambiguous language of the Constitution for the **united States of America**, and re-visit the hundreds of supporting judicial, decisions for this **obfuscation** to be clarified and the two distinct jurisdictions to be readily seen. Additionally, judicial decisions for the past 178 years have been totally consistent with the simple principle of strictly defined and purposefully limited federal jurisdiction.

The legal effect of the Declaration of independence was to make each new state a separate and independent sovereign state over which there was no other government of superior power or jurisdiction. This was clearly shown In ***M'Ilvaine v. Coxe's Lessee***, 8 U.S. (4 Cranch) 209 (1808), where it was held:

> "This opinion is predicated upon a principle which is believed to be undeniable, that the several states which composed this Union, so far at least as regarded their municipal regulations, became entitled, from the time when they declared themselves independent, to all the rights and powers of sovereign states, and that they did not derive them from concessions made by the British king. **The treaty of peace** contains a recognition of their independence, not a grant of it. From hence it results, that the laws of the several state governments were the laws of sovereign states, and as such were obligatory upon the people of such state, from the time they were enacted." 4 Cranch, at 212.

And a further expression of similar importance is found in ***Harcourt v. Gaillard***, 25 U.S. (12 Wheat.) 523 (1827), where the Court stated:

> "There was no territory within the United States that was claimed in any other right than that of some one of the confederated states; therefore, there could be no acquisition of territory made by the United States distinct from, or independent of some one of the states."
>
> "Each declared itself sovereign and independent, according to the limits of its territory."
>
> "[T]he soil and sovereignty within their acknowledged limits were as much theirs at the declaration of independence as at this hour." 12 Wheat., at 526, 527.

Thus, unequivocally, in July, 1776, the new states possessed **all** (which includes everything and excludes nothing) sovereignty, power, and jurisdiction over **all** the soil and persons in their respective territorial limits.

This condition of supreme sovereignty of each state over **all** property and persons within the borders thereof continued notwithstanding the adoption of the Articles of Confederation. In Article 11 of such Articles, it was expressly stated: **"Article 11. Each state retains its sovereignty, freedom and independence, and every Power, Jurisdiction and right, which is not by this confederation expressly delegated to the United States, in Congress assembled."**

Be informed, this Affiant is "One of the People" and We the People are the State. The "State" is NOT a for profit corporation. This Affiant is a True Representative of the State.

AS TO COUNT SIX: Plaintiffs have no record or evidence that Libellee(s) did make proper service over the "person", as per FRCP Rule 12(b)(2), Rule 12(b)(5), and Rule 12(b)(6), as found in NOTICE OF LACK OF JURISDICTION FOR INSUFFICIENT SERVICE.

NOTICE OF LACK OF JURISDICTION FOR INSUFFICIENT SERVICE

As per Federal Rules of Civil Procedure, Rule 12(b)(2), Rule 12(b)(5), and Rule 12(b)(6), exhibits lack of jurisdiction over the person (Rule 12(b)(2)), insufficiency of service of process (Rule 12(b)(5)), and failure to state a claim upon which relief can be granted (Rule 12(b)(6)).

Affiant stands upon the fact that Affiant has made known that Affiant is NOT a corporation and that;

"The omission of the Christian name by either plaintiff or defendant in a legal process prevents the court from acquiring jurisdiction, ..." **Bouvier's Law Dictionary, 8thed., pg. 2287, and that;**

One of the definitions for "Name" is; a "name" is that designation assigned to property by the **owner** thereof. Affiant has no owner except Christ the Messiah. Affiant owns himself. **I, me, my, and myself** are references to the living man whose "**Christian Appellation**" is; **Michele: Di Cosola and Paula-Joanne: Wrobel.** To say it in a more casual way, I am Michele of the Di Cosola Clan and I am Paula-Joanne of the Wrobel Clan. I, me, my, and myself, we, ourselves do/does not have a "name" that can be used by fictional entities, legal or illegal. We are known by, and answer as, our Christian Appellation, which designates my ONLY allegiance and ownership to the One known to me as the Christ.

There is marked distinction in law between a natural person and a legal person. One can be both a legal fiction or a real human being, the other cannot. The Supreme Court has actually touched on this issue in *Monroe Cattle Co. v. Becker*, 147 U.S. 47 (1893):

Defendant was impleaded by the name of A. W. Becker. **Initials are no legal part of a name, the authorities holding the full Christian name to be essential**. Wilson v. Shannon, 6 Ark. 196; Norris v. Graves, 4 Strob. 32; Seely v. Boon, 1 N. J. Law, 138; Chappell v. Proctor, Harp. 49; Kinnersley v. Knott, 7 C. B. 980; Turner v. Fitt, 3 C. B. 701; Oakley v. Pegler, (Neb .) 46 N. W. Rep. 920; Knox v. Starks, 4 Minn. 20, (Gil. 7;) Kenyon v. Semon, (Minn.) 45 N. W. Rep. 10; Beggs v. Wellman, 82 Ala. 391, 2 South. Rep. 877; Nash v. Collier, 5 Dowl. & L. 341; Fewlass v. Abbott, 28 Mich. 270.

The United States Government Printing Office Style Manual clearly defines the rules of grammar for recording of a proper noun in Chapter 3.2, Capitalization. "Proper nouns are capitalized [examples given] Rome, Brussels, John Macadam, Macadam family, Italy, and Anglo-Saxon." It further defines, in Chapter 11.7, that "**Names of vessels are quoted in matter printed in other than lower case roman...[examples given are] LUSITANIA [or] LUSITANIA.**"

The term vessel, as defined in Black's, 6th Ed. Is noted as being a legal description **not limited to ships or vessels** engaged in commerce pursuant to case law like *St. Hilaire Moye v. Henderson*, C.A. Ark., 496 F.2d, 973. The definition of the term is also provided in the United States Code;

AS TO COUNT 7: I, **Michele Di Cosola and Paula Joanne Wrobel**, the Plaintiffs, Secured Party Creditors, a Natural man and Woman, created by God, Demand that the Defendants; CITIMORTGAGE, INC.; Paul Ince, dba CFO of CITIMORTGAGE, INC.; Janet L. Sims, dba Senior Vice President of CITIMORTGAGE; all BOARD OF DIRECTORS and OFFICERS OF CITIMORTGAGE, INC. both individually and severally; CITIBANK, N.A.; all BOARD OF DIRECTORS and OFFICERS OF CITIBANK, N.A. both individually and severally; CODILIS AND ASSOCIATES, P.C.; Ernest J. Codilis, Jr.; John Francis McCabe; ; all PARTNERS and ASSOCIATES of CODILIS AND ASSOCIATES, P.C. both individually and severally; MERS(Mortgage Electronic Registration Systems, Inc.); all BOARD OF DIRECTORS and OFFICERS of MERS' both individually and severally; and ACQUEST TITLE SERVICES, LLC, all BOARD OF DIRECTORS and OFFICERS both individually and severally; Unknown Owners and Non record Claimants, produce their Proof of Claim. We demand to inspect the "Original Mortgage Note", with wet ink signatures, along with the Title Page that shows whether or not the mortgage has been satisfied. We demand to inspect the original "Promissory Note" with wet ink signatures to verify that MERS is the holder in due course. We believe that the mortgage holders (CITIMORTGAGE, INC. and CITIBANK, N.A.)

have sold the original notes and failed to give credit to our accounts. This note was created on OUR credit, and signature, and was not an asset of CITIMORTGAGE, INC. and CITIBANK, N.A., until they became the holder in due course based on value exchange by a bilateral contract. This contract is an undisclosed unilateral contract as research proves. I believe the Third party defendants have not been damaged and have no legal right to a claim. As you well know, Proof of Claim must be established by law. Only the Original Mortgage Note will be accepted as proof of claim. If the Third Party Defendants have the original mortgage note let them bring it forth and offer their Proof of Claim for our inspection. We believe the Defendants DO NOT have lawful substantive preponderance of evidence for Proof of Claim and there is no evidence to the contrary. This is Dishonor in commerce, Theft, Fraud, Conspiracy, and Racketeering.

AS TO COUNT 8: I, Michele: Di Cosola and I, Paula-Joanne: Wrobel, have inspected the signatures and initials on the alleged Mortgage Note COPY(Which is Securities Fraud) in question (See Exhibit B from the original complaint). The signatures are not signatures created by Michele Di Cosola or Paula Joanne Wrobel. The initials on the Notary Page singed by the notary are not the initials created by Michele: Di Cosola or Paula-Joanne: Wrobel. We believe that the MORTGAGE NOTE copies provided for the courts by the Defendants are fraudulent and forged. There is a very clear distinction between our real signatures/initials and the ones that represent our signatures on the Mortgage contract. Harris Bank, a bank where Paula-Joanne: Wrobel does business, matched the signature cards with her signatures on the Power of Attorney forms provided by CITIMORTGAGE and the rep for the bank stated that they do not match. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 9: **I, Michele: Di Cosola** tendered a lawful bonded promissory note to CITIMORTGAGE, INC., to settle this debt in honor and without controversy by returning the presentment as accepted for value. CITIMORTGAGE, INC. and CODILIS AND ASSOCIATES, P.C., have chosen to dishonor my lawful Note, have stolen the note by not returning it and have refused to zero the account. Lawful Money no longer is available for payment of debt in our economic system. Notes are considered as Legal Tender for debts, according to the Uniform Commercial Code. Judgment in Estoppel has been established due to the refusal to accept the provided promissory note as a legal tender of payment in addition to not returning the bonded promissory note as defective. This is conversion and securities fraud. (See Exhibit D)

Plaintiff had sent a DUE PRESENTMENT UNDER NOTARY SEAL. DEMAND FOR PERFORMANCE through Chicago Notary Services ("Chicago Notary Services"), a Notary Public service provider, to Defendants attorney, to accept a bonded promissory note ("Negotiable Instrument") as a "Tender of Payment" to discharge and set-off all debts alleged by Defendant/Debtor under and for account number 2005695946. Pursuant Evidence of Dishonor can be performed pursuant to Uniform Commercial Code and 3-505(b) the codified 810 ILCS 5/3-505(b) under "A protest is a certificate of dishonor." Such evidence was performed by a **Notary Public**, who may administer oaths. Also pursuant to Public Policy as codified in 1933 under HJR-192 U.C.C., Article 3, Part 1, Section 3-104, 70A-3-104 and 3-603. (See Exhibit G)

Uniform Commercial Code – Article 3, 3-603(a),(b),(c) and 810 ILCS 5/3-603(a),(b) and (c) under "Tender of Payment" states:

a. If tender of payment of an obligation to pay an **instrument** is made to a person entitled to **enforce the instrument** the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.
b. If tender of payment of an obligation to pay an **instrument** is made to a person entitled to enforce the instrument **and the tender is refused**, there is **DISCHARGE**, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party **having a right of recourse with respect to the obligation to which the tender relates**.
c. If tender of payment of an amount due on an **instrument** is made to a **person entitled to enforce** the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If **PRESENTMENT** is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

This is also Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 10: I, Michele: Di Cosola and I, Paula-Joanne: Wrobel, signed what was thought to be a bilateral contract that would create a value consideration between the banks, CITIMORTGAGE, INC. AND CITIBANK, N.A. and Michele: Di Cosola and Paula-Joanne Wrobel. Through research of such MORTGAGE NOTE AND PROMISSORY NOTE we have found that the contract is not designed for value consideration, nor is the contract a bilateral contract. The contracts/notes are Unilateral whereby no value consideration has been exchanged. In the case of FIRST NATIONAL BANK OF MONTGOMERY Vs. Jerome Daly, December 9, 1968, it was well established by JUSTICE MARTIN V. MAHONEY of SCOTT COUNTY, MINNESOTA and a Jury of his piers, "**that because of a failure of a lawful consideration, the Note and Mortgage dated May 8, 1964 are null and void.**" That Plaintiff has no right, title or interest in said premises or lien thereon, as is above described." That "any provisions in the Minnesota Constitution and any Minnesota Statutes limiting the Jurisdiction of this Court is repugnant to the Constitution of the United States and to the Bill of Rights of the Minnesota Constitution and is null and void and that this Court has Jurisdiction to render complete Justice in this Cause." That "**the Sheriff's sale of the above described premises held on June 26, 1967 is null and void, of no effect.**" The President of the bank admitted under oath that there is no United States Law or Statutes existing which gave him the right to create money through book entry as the value consideration for alleged loan through the Federal Reserve and his bank in concert as one. **A lawful consideration must exist and be tendered to support the Note.** See Anheuser-Bush Brewing Co. v. Emma Mason, 44 Minn. 318, 46 N.W. 558. **"Only God can create something of value from nothing."** The law leaves wrongdoers where it finds them. See sections 50, 51, and 52 of Am Jur 2d "Actions" on page 584 – "no action will lie to recover on a claim based upon, or in a any manner depending upon, a fraudulent, illegal, or immoral transaction or contract to which Plaintiff was party." "Plaintiff's act to create credit is not authorized by the Constitution and Laws of the United States, is unconstitutional and void, and is not a lawful consideration in the eyes of the Law to support any thing or upon which any lawful rights can be built." This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 11: I, Michele: Di Cosola and Paula-Joanne Wrobel refuse to approve any such inland piracy. Sailing under the license of an enemy is illegal. The emission of Bills of Credit upon the books of these private corporations, for the purposes of private gain is not warranted by the Constitution of the United States and is Unlawful. See Craig v. Mo. 4 Peters Reports 912. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 12: I, Michele: Di Cosola and I, Paula-Joanne Wrobel know that No de facto government or officer of the court can take an Affidavit of fact and authorize or order the removal, dismissal, expunging, quashing or altering of an Affidavit without the express written permission of the sovereign who made the Affidavit or by a De Jure, jury of his piers of a common law court. Nor can such actions be made against a foreign statute staple International Commercial Contract. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 13: I, Michele: Di Cosola, through Notary Presentment and Notary Protest have a Judgment in Estoppel against Third Party Defendants in the amount of $9,000,000.00 on behalf of the Secretary of Treasury and Michele: Di Cosola. The two witnesses of such execution and claim are the Notary Public and US Post Office under registered and certified mail. Non response was Nihil dicit and Tacit Procuration. Defendants have exhausted all administrative remedies and are in dishonor as well as contempt since they can not defend what was once a right but now is lost through their silence. Any such further action against Plaintiff from Defendants after express written notice of Estoppel is cause for further Tort, Punitive damages and Sanctions. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary. (See Exhibit F)

AS TO COUNT 14: I, Michele: Di Cosola and I Paula-Joanne: Wrobel, have inspected the entry of Defendants original complaint and it was not entered into as verified. As such, an unverified copy of a contract and/or note, can not be considered admissible in court as verified and must be deemed as hearsay, pursuant to F.R.C.P. R.26(a)(1)(A),(A)(i),(ii),(iii), and F.R.C.P. R.34 (the documents and evidentiary material) until inspection of the wet ink contract by Plaintiff has been provided by Defendants Council or by Defendants. The location, address and contact information of such original promissory note and mortgage has not been provided to Plaintiff for inspection of such true documents. This has caused a violation in due process. No Affidavit, from a Real party of Interest or anyone for that matter, has been entered into from the Defendants under their original complaint. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 15: The NATIONAL CURRENCY ACT (later NATIONAL BANK ACT of 1864) is still in effect, is applicable to this complaint and is very informative regarding this transaction. Pursuant to SEC. 27. "*And be it further enacted*, That, it shall be **unlawful for any officer acting under the provisions of this act to countersign or deliver to any association, or to any other company or person, any circulating notes contemplated by this act**, except as hereinbefore provided, and in accordance with the true intent and meaning of this act. And any officer who shall violate the provisions of this section shall be deemed guilty of a high misdemeanor, and on conviction thereof shall be punished by fine not exceeding double the amount so countersigned and delivered, and imprisonment not less than one year and not exceeding fifteen years, at the discretion of the court in which he shall be tried." It is quite clear that Janet L. Sims of CITIMORTGAGE has signed such promissory note as a **blank bearer check**. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 16: I, Michele: Di Cosola and I, Paula-Joanne: Wrobel have full knowledge that the original alleged mortgage from CITIMORTGAGE and CITIBANK, N.A. and the nominee/agent company called MERS has no right or standing to bring an action for foreclosure. This is based on a landmark case in a recent Kansas Supreme Court case ruling based on Landmark National Bank v. Kesler, 2009 Kan. LEXIS 834. If MERS acting as Mortgagee, Nominee and agent, has no standing to foreclose then nobody has standing to foreclose. The Kansas Supreme court stated that **MERS' relationship "is more akin to that of a straw man than to a party possessing all the rights given a buyer."** The court opined: "By statute, assignment of the mortgage carries with it the assignment of the debt...Indeed, in the event that a mortgage loan somehow separates interests of the note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable." The practical effect of splitting the deed of trust from the promissory note is to make it impossible for the holder of the note to foreclose, unless the holder of the deed of trust is the agent of the holder of the note. Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The person holding only the deed of trust will never experience default because only the holder of the note is entitled to payment of the underlying obligation. **The mortgage loan becomes ineffectual when the note holder did not also hold the deed of trust.** MERS as straw man lacks standing to foreclose, **but so does the original lender**, although it was a signatory to the deal. The lender lacks standing because title had to pass to the secured parties for the arrangement to legally qualify as a "security." **The lender has been paid in full and has no further legal interest in the claim.** Only security holders have an interest but they have no standing to foreclose since they are not the signatories to the original agreement. Defendants can not satisfy the basic requirement of contract law that a plaintiff suing on a written contract must produce a signed contract proving he is entitled to relief. I, Michele: Di Cosola and I, Paula-Joanne: Wrobel, believe that the purpose of the mortgage note forgery was to cover up the fact that the Defendants did not have both the mortgage and the promissory note together and did not meet any of the fundamental requirements set above. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 17: I, Michele: Di Cosola and I, Paula-Joanne: Wrobel have supported substantive evidence of Defendants violation of TILA 15 USCS (Truth In Lending Act) and the Federal Deposit Insurance Act et seq; 12 CFR Part 226, requirements to maintain full disclosure to borrower, sent through the U.S. Postal Service, by way of Certified Mail on or about July 29, 2009, a Certificate of Mailing, a Notice of Revocation of Power of Attorney, a Notice of Removal, a Notice of Right to Cancel and an Attachment/Exhibit "A" to CITIMORTGAGE INC., Cert. Mail # (7009 0820 0000 1683 7771); CODILIS & ASSOCIATES, P.C. C/O Ernest Codilis Jr –Partner, Cert. Mail #(7009 0820 0000 1683 7764); CITIBANK, N.A., Cert. Mail # (7009 0820 0000 1683 7948); MERS', Cert. Mail # (7009 0820 0000 1683 7795); Edward J Flynn, II, Cert. Mail # (7009 0820 0000 1683 7764); CHASE HOME FINANCE LLC. RECONVEYANCE SERVICES, Cert. Mail # (7009 0820 0001 0645 8985); ACQUEST TITLE SERVICES, LLC. Cert. Mail # (7009 0820 0000 1683 7801); JOHN J. BUTERA. LTD., Cert. Mail # (7009 0820 0000 1683 7818); PNTN, Cert. Mail # (7009 0820 0000 1683 7825). (See Exhibit "H") No parties have responded to such request allotted by law within the twenty (20) day grace period after sufficient notice of cancelation has been given by borrower to CANCEL any security interest on the Borrower's home as well as return any money interest, fee and/or property to Borrower(s), as well as any money funds given to any persons or other fiction in law/equity in connection with said transaction. In accordance with both State and Federal law or until the Lender complies,, Borrower(s) may retain the proceeds of the transaction. If it should be "impractical" or "unfair" for the Borrower to return the property when gross discrepancies, fraud or other wrongful acts are discovered – then he/she/they may offer "Reasonable Value". In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days. Borrower(s) may then regain/acquire all rights to clear title and re-conveyance under Federal Law and provisions of TILA. I, Michele: Di Cosola and I Paula-Joanne: Wrobel have the right to offer the Lender a Reasonable Value, however the penalty that the bank can face for violations of TILA and other State and Federal law can be as much as triple damages. (i.e. Triple the

amount of the interest the bank stood to fraudulently make off of the mortgage/loan transaction. I, Michele: Di Cosola and Paula-Joanne: Wrobel were willing to forgive CITIMORTGAGE, INC. AND CITIBANK, N.A. for their wrongful actions for the TILA disclosures, provided they forgave the alleged debt of Borrowers, in addition to a one time demand of $428,517.37 and $266,000.00 for any loss, damage, and injury we have sustained from these TILA violations. This, in addition to correcting any derogatory credit reporting done by said banks. Non response within the 20 day grace period was dishonor, with full agreement of said proposal by Third Party Plaintiffs as well as full power of attorney to cancel said loans and re-convey title to Plaintiffs. Pretending that such prearranged agreement does not exist and that there is still controversy between Plaintiff and Defendant is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 18: I, Michele: Di Cosola, sent a RESPA "QUALIFIED WRITTEN REQUEST" questionnaire which was a "Non Negotiable Dispute of Alleged Debt" to both the CITIMORTGAGE, INC., Cert. Mail # (7009 0820 0000 1683 7887) and CODILIS AND ASSOCIATES, P.C. Cert. Mail # (7009 0820 0000 1683 7870) on July 21, 2009 which was received on July 24, 2009 from CODILIS AND ASSOCIATES, P.C. and which was received on July 27, 2009 by CITIMORTGAGE, INC. This 43 question, questionnaire was sent in order to receive the full disclosure that was needed to determine if foul play was committed by the bank through violations of TILA rules. It has been over 60 days whereby no questions have been answered or resolution made by both parties. The only response received was by CITIMORTGAGE, INC. claiming that the alleged Qualified Written Request was received July 29, 2009 and that they were researching the inquiry and will forward the response when completed. This has of course, has not happened. (See Exhibit I) It is clear that such non response is guilt and a violation of Federal law as per the RESPA rules after 60 days of grace to resolve all questions. It is also clear that this is a direct violations of the Securities Exchange Act of 1934, the U.C.C. 8-105(b) under adverse claim found, 31 CFR 103.35 FINANCIAL RECORDKEEPING AND REPORTING, 17 CFR 240.15C1-2 Fraud and misrepresentation, 18 USC 1956 Laundering of monetary instruments, 18 USC 1957 Engaging in monetary transactions in property derived from specific unlawful activity, 31 USC 5324 Structuring transactions to evade reporting requirements, Truth In Lending Act Section 1640(h), Anti-trust laws, Uniform Deceptive Trade Practices Act, Bank Fraud, Wire Fraud, The Consumer Credit Cost Disclosure Act, False Advertising, Unfair Sales Act, Unfair Competition, 12 USCA Sec. 1831n(a)(2)(A) or 12 CFR 741.6(b) for GAAP (General Accepted Accounting Principles), 18 USC 513 and 514 Counterfeiting and Forgery, Pro-Offering of Michele Di Cosola and Paula Joanne Wrobel's Investment Securities, 12 USC Chapter 2 subchapter 4 sect. 83(a), Acts of Privateering by Breach of contract or takings, Acts of Collusion by CITIMORTGAGE, CITIBANK, N.A. and CODILIS AND ASSOCIATES, P.C. as co-conspirator, paper terrorism, Freedom of Information Act at 5 USC 552(a), Misrepresentation of agreement, FDCPA 15 USC 1692e(g)(A) false representation of character amount or legal status of debt (*definition of debt collector with case history), state consumer protection laws; breach of good faith and fair dealings, unfair and unlawful conduct and unfair trade practice upon the consumer. 15 USC 1962a: The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph. UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MASSACHUSETTES 246 B.R. 709; 298 2000 (GMAC is a "debt collector" within the statutory definition of the Fair Debt Collection Practices Act and a Licensed debt collector.) This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 19: I, Michele: Di Cosola and I, Paula-Joanne: Wrobel, do not give anyone the permission to cancel a private U.C.C. 1 filing, we are first in line and our lien trumps Defendants alleged Mortgage, which was never filed as a U.C.C. 1 lien since it would be unlawful to do so, pursuant to the NATIONAL BANK ACT, we do not give permission to cancel/terminate our Affidavit of Obligation, this is a private lien that is protected, in Admiralty, Common Law, International Commercial Contract Law and U.C.C. This lien has a senior precedence on all liens in question and trumps Defendants alleged, not memorialized and unverified liens. On and for the record, Defendants have voluntarily entered and acknowledged Plaintiffs private superior lien into this case as the real party of interest and it is now public knowledge and should be recognized in Admiralty and Equity. Defendants must show jurisdiction and any substantive laws that pertain to such request. Allowing such a unverified, not memorialized, alleged, junior lien to take priority possession of a property already reclaimed through, U.C.C. 1, GSA Form, 28 and 91 as well as TILA's laws of right to cancel, dishonor of RESPA rights to unanswered questionnaire and a Maritime Lien (See Exhibit J) is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 20: I, Michele: Di Cosola and Paula-Joanne: Wrobel Claim against Defendants, Inland Piracy against the Plaintiffs Ens Legis Trusts (i.e. MICHELE DI COSOLA AND PAULA JOANNE WROBEL as well as to the sovereign man and woman, Michele: of the family Di Cosola and Paula-Joanne: of the family Wrobel.

INLAND PIRACY DEFINED: Claims Made: The piracy laws are 18 U.S.C. 1650-1660, 1652: piracy by citizens, as well as treason. This is enacted law, not color of law as 42 U.S.C. will state.

Sec. 1652. **Citizens as pirates**

Whoever, being a citizen of the United States, commits any murder or **robbery**, or any act of hostility against the United States, or against any citizen thereof, on the high seas, **under color of any commission** from any foreign prince, or state, or on pretense of authority from any person, **is a pirate**, and **shall be imprisoned for life**.

Sec. 1658. Plunder of distressed vessel

(a) Whoever plunders, steals, or destroys any money, goods, merchandise, or other effects from or belonging to any vessel in distress, or wrecked, lost, stranded, or cast away, upon the sea, or upon any reef, shoal, bank, or rocks of the sea, **or in any other place within the admiralty and maritime jurisdiction of the United States**, shall be fined under this title or imprisoned not more than ten years, or both.

I seldom repeat myself in quoting Law and Events, but necessity endorses reiteration, to wit:

"This is the **FUNDAMENTAL CHANGE** necessary to effect unification of **CIVIL** and **ADMIRALTY PROCEDURE**. Just as the 1938 Rules **ABOLISHED THE DISTINCTION** between **ACTIONS AT LAW** and **SUITS IN EQUITY**, this change **would ABOLISH THE DISTINCTION between CIVIL ACTIONS and SUITS IN ADMIRALTY**." (**Federal Rules Of Civil Procedure, 1982 Ed., pg. 17**; also see, Federalist Papers No. 83; Declaration Of Resolves Of The First Continental Congress; Oct. 14, 1774, Declaration Of Cause And Necessity Of Taking Up Arms; July 6, 1775, Declaration of Independence; July 4, 1776, Bennet vs. Butterworth, 52 U.S. 669.)

"...the United States, ... within their respective districts, as well as upon the high seas; (a) **saving to suitors, in all cases,** the right of a **common law remedy**, where the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land,..." The First Judiciary Act; September 24, 1789; Chapter 20, page 77. The Constitution of the United States of America, Revised and Annotated - Analysis and Interpretation - 1982; **Article III, §2, Cl. 1 Diversity of Citizenship**, U.S. Government Printing Office document 99-16, p. 741.

"**Exclusive admiralty jurisdiction** of federal courts under 28 USCS § 1333 is limited to maritime causes of action begun and carried on in rem, while under "saving to suitors" clause of § 1333, **suitor who holds in personam claim that might be enforced by suit in personam under admiralty jurisdiction of federal courts may also bring suit, at his election, in state court or on "common law" side of federal court.** *Lavergne v Western Co. of North America, Inc. (La) 371 So 2d 807* (superseded on other grounds by statute as stated in *Cramer v Association Life Ins. Co. (La App 1st Cir) 1990 La App LEXIS 1937)." 2 Am Jur 2d ADMIRALTY §122 (Footnote 9)* (emphasis added).

Since the Enrollment Act of March 3, 1863, the United States has been overlaid on to the States and divided the United States into military districts, with a Provost Marshall over each district under the Department of War. This Act forms the basis of our Military Selective Service Act of June 24, 1948, c. 625, 62 Stat. 604 and is codified to title 50 sections 451-473. The military was placed under admiralty jurisdiction by the law of prize and capture under the "An Act to facilitate Judicial Proceedings in Adjudications upon Captured Property, and for the better Administration of the Law of Prize." This law forms the current basis of title 10 sections 7651-7681 of the Military Code of Justice, this law was passed March 25, 1862 under the Insurrection & Rebellion Acts of August 6, 1861 and July 17, 1862.

In 1933 a change was made from the English Common law to the Federal Common Law under the Erie v. Tompkins decision, which is the impetus of The Clearfield Doctrine under Clearfield Trust Co. v. U.S. 318 U.S. 363 (1943) and the United States v. Kimbell Foods 440 U.S. 715 (1999), where they adopted the U.C.C. rules in formulating Federal Common Law. This is because Maritime Commercial Transactions under the U.C.C. are indicative of the Federal Common Law of Admiralty INTERPOOL LTD v. CHAR YIGH 890 F. 2D PG. 1453 [1989].

Then in 1966 Law, Equity, Civil and Admiralty were all merged under one rule, under the F.R.C.P. this is all laid out in volume 324 pg. 325 of the F.R.D. [Federal Rules Decisions], this means that common law is under

admiralty. This is why title **28 1333** (1) gave the district courts of the United States **original jurisdiction exclusive of the States for all cases of admiralty maritime jurisdiction, under the saving to suitors clause**. Common law was transferred to the **district courts of the United States** under the Saving to Suitor Clause. Article 3 section 2 gives the **district courts of the United States** [NOTE: DCUS, **NOT** USDC] judicial power in all cases of admiralty and maritime jurisdiction. This is the only side of the court that has Article 3 judicial powers under the War Powers Act of Admiralty. The above is **the reason you cannot get a remedy in state court.** The following Laws verify and validate Claimants' remedy under the common law in admiralty.

1. The suits in Admiralty Act 46 U.S.C.A. Appendix sections 741-752
2. The Admiralty Extension Act 46 U.S.C.A. section 740
3. The Bills of Lading Act title 49 U.S.C.A. Chapter 147 section 14706
4. The Public Vessels Act 46 U.S.C.A. Appendix sections 781-790
5. The Foreign Sovereign Immunities Act title 28 sections 1602-1611
6. The Special maritime and territorial jurisdiction of the United States title 18 section 7 (1) a citizen of the United States is a vessel.
7. The False Claims Act of title 31 U.S.C.A. section 3729 (a)(7)
8. The Lanham Act of title 15 section 1125(a)
9. The Postal Accountability and Enhancement Act of title 39 sections 1-908 & 3621-3691
10. The Admiralty, maritime and Prize cases title 28 section 1333 (1)(2)
11. Title 50 Appendix section 7 (c) sole relief & remedy under the trading with the enemy act & (e) No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the president under the authority of this act.

Anything to the contrary is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 21: I, Michele: Di Cosola and I, Paula-Joanne Wrobel, believe that there are no laws that force the Third Party Plaintiff to answer any of the original claims from Defendants original counts, until all Third Party Plaintiffs third party counts under Affidavit, Negative Averment, Opportunity to Cure & Counterclaim, have been answered. Estoppel on the original complaint must be put into effect and adhered to until then. Anything to the contrary is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 22: The Federal Reserve Policies and Procedures and the Generally Accepted Accounting Principles (GAAP) requirements imposed upon all Federally-insured (FDIC) banks in Title 12 of the United States Code, section 1831n(a), prohibit Defendants/Debtors from lending their own money from their own assets, or from other deposits. Banks may only leverage/monetize an asset and if that were not the case, there would have been no requirement for Plaintiffs to sign the first promissory note. Please note the following: Financial Accounting Standards Board (FASB) Interpretation No. 39 - Offsetting of Amounts Related to Certain Contracts: General Principle 5. Opinion 10, paragraph 7, states that it is a general principle of accounting that **the offsetting of assets and liabilities in the balance sheet is improper except where a right of setoff exists**. A right of setoff is a debtor's legal right, by contract or otherwise to discharge all or a portion of the debt owed to another party by applying against the debt an amount that the other party owes to the debtor. A right of setoff exists when all of the conditions are met:

a. Each of the two parties owes the other determinable amounts
b. The reporting party has the right to set off the amount owed with the amount owed by the other party.
c. The reporting party intends to set off.
d. The right of setoff is enforceable at law.

THEREFORE, in light of the above, under necessity, having no other means to pay debts at law, and in respect to any supposed 'debt/liability' being accepted for value, but being estopped and denied access to lawful constitutional money of exchange, the undersigned can only exercise the remedy under necessity to set off/discharge the 'debt/liability' on behalf of MICHELE DI COSOLA and PAULA JOANNE WROBEL, via your DULY SIGNED PRESENTMENT, Accepted for Value and Returned for Discharge bearing my exemption; further, as my signature "created" the asset of these funds which you then monetized to your gain ten times, then my signature does certainly "pay" this supposed liability.

Title 18, Part 1, Chapter 1, Sec.1., Sec. 8 states: "The term "obligations or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and **canceled United States stamps.**

"International Bill of Exchange" is legal tender as a national bank note, or note of a National Banking Association, by legal and/or statutory definition (U.C.C. 4-105, 12 CFR Sec.229.2, 210.2, 12 USC 1813, issued under Authority of the United States Code 31 USC 392, 5103, which officially defines this as a statutory legal tender obligation of THE UNITED STATES, and is issued in accordance with 31 USC 3123 and HJR-192 (1933) which establish and provide for its issuance as "Public Policy" in remedy for discharge of equity interest recovery on that portion of the public debt to its Principals and Sureties (Michele Di Cosola and Paula Joanne Wrobel and MICHELE DI COSOLA and PAULA JOANNE WROBEL) bearing the Obligations of THE UNITED STATES. This is a statutory remedy for equity interest recover due the principles and sureties of the United States for discharge of lawful debts in commerce in conjunction with the US obligations to that portion of the public debt it is intended to reduce. Anything to the contrary is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 23: Plaintiff has appointed Defendants/Debtors as a Fiduciaries to handle all affairs of the transaction presented on behalf of Principal, Maker, "Michele: Di Cosola". Appointment was not declined nor accepted from Defendants/Debtors. Non response is acceptance as per the instructions of the presentment and the recorded form 56 of the IRS, also pursuant to the Federal Reserve Policies and Procedures and the General Accepted Accounting Principles (GAAP), U.C.C. and United States Bankruptcy Code. (See Exhibit K)

A. Defendants/Debtors were instructed in writing to stay in honor by responding to the Notary Public DUE PRESENTMENT UNDER NOTARY SEAL. DEMAND FOR PERFORMANCE within the allotted time scribed within the instructions provided to Defendants/Debtors Pursuant to U.C.C. 3-302 and 810 ILCS 5/3-302.

B. Fiduciary instructions provided to Defendants/Debtors, gave notice as follows: "NOTICE: Failure to post the credit or identify a defect within three (3) days will be certified in a Default Judgment to be issued by the Notary. That judgment will comprise your stipulation to the value and validity of the instrument and confession to a theft of public funds when you defaulted on the opportunity to rebut. For your safety and protection it is imperative you read and understand USC title, 18 Section 2073 and title 28 Section 2041. A return of the instrument without cause will be certified as a conversion of liability under public policy, i.e. your agreement to accept liability for the missing funds. Any attempt to malign payment without a demonstrable notice of dishonor or certificate of protest will be treated as commercial slander."

C. This instruction continued by stating: "Any actor, agent, or fiduciary who delays, restricts, impedes, postpones or otherwise prohibits the movement of this "Negotiable Debt Instrument" in its lawful progression (Established in 1933 under HJR 192 and exercised by actors, agents and fiduciaries of every commercial transaction by commercial banking institution since that date with the "Abrogation of the Gold Clause") destined to, or for, the Holder In Due Course, Secured Party, or Claimant, must show cause why a contempt charge (Damages equal to double the amount of the Negotiable Debt Instrument (under civil action) or triple the amount of the Negotiable Debt Instrument (under Admiralty Jurisdiction) should not issue against him/her in his/her/their True Character, or suffer the consequences of said action, or lack of action."

D. Plaintiff has sent a NOTICE OF DEFAULT, OPPORTUNITY TO CURE ("NOTICE OF DEFAULT OPPORTUNITY TO CURE") as an attempt to be a forgiving Creditor (Forbearance) with the warning that the

Defendants/Debtors would accumulate additional penalties in the amount of $4,000,000 should they not act as instructed, in honor and in good faith. $1,000,000.00 for each name and each social security number on the original loan application. That being 2 people. This being uncontested, rebutted or denied by Defendants/Debtors. This is pursuant to U.C.C. 1-202, 3-503, 3-509, 3-510, and 810 ILCS 5/3-1-202, 3-503, 3-509 and 3-510 (See Exhibit L)

E. Notary signed a "CERTIFICATE OF DISHONOR/NON-PERFORMANCE" and a "CERTIFICATE OF PROTEST & JUDGMENT IN ESTOPPEL" as well as "under the authority of INPA (Illinois Notary Public Act) U.C.C. 6-103(a) and (b)(3) against the Defendants/Debtors in favor of the Plaintiff in the amount of $9,000,000.00. These Documents were given a "Certificate of Authority", by the Clerk of the Court of DuPage County. This is also a matter of public record with the Recorder of Deeds in DuPage County.(See Exhibit H)

F. Plaintiff is the "Holder in Due Course" of a "CERTIFICATE OF DISHONOR/NON-PERFORMANCE" and a "CERTIFICATE OF PROTEST & JUDGEMENT IN ESTOPPEL" ("CERTIFICATE OF PROTEST AND JUDGEMENT IN ESTOPPEL") on Defendant.

G. Fiduciaries appointment (Defendants) is in effect and will continue through the term of the Note as per agreed in the fiduciary instructions provided to the Defendants/Debtors presentment. Pursuant to 760 ILCS 5/4.05, 760 ILCS 5/4.09, 760 ILCS 5/4.12, 760 ILCS 5/4.15, 760 ILCS 5/4.16, 760 ILCS 5/4.17, 760 ILCS 5/4.20 and 760 ILCS 5/5.1 Defendants did not contest through affidavit of rebuttal any such appointment.

H. Pursuant to "Fiduciary Obligations Act" 760 ILCS 65/1 defines a "Fiduciary" to include a trustee under any trust, **expressed or implied** as the assignee for the benefit of the Creditor ("Michele: Di Cosola") for both public and private. 760 ILCS 65/1 also defines "Principals" to include any "person" ("MICHELE DI COSOLA") ("Stramineus homo") to whom a fiduciary as such owes an obligation. Fiduciaries duties and rules of dishonor, also fall under the rules of 760 ILCS 65/2 Sec. 2., 65/4 Sec. 4, 65/5 Sec. 5, 65/6 Sec. 6, 65/11 Sec. 11 and pursuant to "Securities in Fiduciary Accounts Act" 760 ILCS 75/3 Sec. 3

I. Fiduciaries are obligated pursuant to "Trustee Surety Release Act" 760 ILCS 85/1 Sec. 1, whenever any surety on the bond of any trustee of any fund or property appointed by any last will or other instrument in writing or appointed or created in any other manner other than by appointment of a court, or any heir, executor or administrator of such surety, **desires to release the surety from further liability upon any such bond**, he, she or it may file an action for that purpose, in the circuit court and/or Federal Court if no relief is granted, against such trustee and all other persons interested in such fund or property, including any other surety or sureties upon such bond, setting forth the facts related to such and moving for the release of such sureties.

J. Plaintiff has an agreed contract with no controversy, with prejudice, with Defendants/Debtors in favor of the Plaintiff, based on non compliance, Nihil dicit and admittance through silence (Tacit Procuration), which has caused dishonor and the rules set forth and agreed to in the fiduciary instructions as Judgment in Estoppel, Nihil Dicit and Nil dicit judgment.

K. Pursuant to U.C.C. 3-603, and 810 ILCS 5/3-603 and Pursuant to U.C.C. 3-302 and 810 ILCS 5/3-302 this debt (loan #'s 2005695946 & 2714689052 is discharged and all sureties must be released. (See Exhibit G) Pursuant to USC 15, Plaintiff's Judgment In Estoppel, serves as a "**Commercial Lien**" and can not be canceled or expunged or voided without the express written permission of the lien holder or a common law jury trial and an "Affidavit of Rebuttal" from a real injured man/woman with full unlimited liability not protected by the corporate or stramineus person. Each count must be rebutted with facts of law and evidence of the facts. Any alteration of an agreed to contract/commercial lien other then requested by Plaintiff, is a "Pound Breach". An officer of the court that interferes or involves him/herself with this claim by dismissing the Judgment in Estoppel or breaches the contract and "Certificate of Judgment" in any way other then to secure its position by fulfilling the below reliefs, has committed fraud and hostile conduct, which is a criminal Scienter act. A "Certificate of Exigency" with the Clerk of the Court (Warrant Officer), who is then compelled by law to issue warrants for the arrest of any offenders. All offenders will be added to this claim and become individually liable for this claim. This claim is by **Special appearance**. Third

Party Defendants can not be evasive in non response to a Notary Presentment, Negative Averment or Counterclaim counts or Affidavits and should not answer all entries from Third Party Plaintiff by either non response or evasive responses not pertaining to each count, point for point. This is pursuant to 735 ILCS 5/2-610

L. Fiduciaries failure to respond, Nihil digit, within the 3 business days of receipt, established Defendants/Debtors UNCONDITIONAL ACCEPTANCE of the executed presentment as per the agreement of the uncontested fiduciary instructions. Under the Fiduciary Obligations Act, Defendants are in breach of duty of their Fiduciary obligations and duties to their Principal.

M. When Defendants/Debtors omits to plead or answer the plaintiff's declaration and or presentment within the time limited, judgment taken against Defendants/Debtors who withdraws their answer is "**Judgment Nihil dicit or Nil dicit**", which amounts to confession of cause of action stated, and carries with it, more strongly than Judgment by Default, admission of justice of Plaintiff's case. It is stated in the Fiduciary Instructions that non response will be nihil dicit. It is therefore already agreed to between Third Party Plaintiffs and Defendants through Tacit Procuration that Nil Dicit Judgment be entered into a court of record and equity since complaint falls within commercial law (admiralty), civil law and equitable law jurisdiction.

N. Pursuant to "Equitable Estoppel Doctrine", Defendants/Debtors have failed to be in honor by their act, conduct, non response and silence, when it is the duty of the Fiduciary/ Defendant/Debtor to speak and assert a right which they otherwise would have had but now lost due to non response. Non response is an act of guilt and is a submission of truth by default. Defendants/Debtors voluntary conduct has precluded Defendants/Debtors from asserting rights against Plaintiff who has justifiably relied upon such conduct. Defendants/Debtors should not be allowed to repudiate the conduct they performed or the Estoppel and Judgment in favor of the Plaintiff.

O. Since Plaintiff has uncollectable liability from Defendants/Debtors, Defendants are acting under fraud, theft and conversion as stated in the Fiduciary Instructions and Plaintiff reserves the right to criminal complaint charges to be considered by Plaintiffs into the States Attorney Generals office, CID and IRS Inspector General as stipulated in the Fiduciary Instructions and further in this count. Uncollectable liability is also a taxable gain. Plaintiff also reserves the rights under the Fiduciary Instructions to file a Form 1099C to the Criminal Investigation Division of the IRS, and if elected, a subpoena will be issued collaterally to audit Defendants/Debtors books. Additionally, Plaintiff reserves the right to have issued from the Secretary a **distress warrant** to the local marshals to seize the funds per Defendants/Debtors statutory requirement.

This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 24: CITIMORTGAGE INC. and CITIBANK, N.A. were sent a "Revocation of Power of Attorney", which was also filed with the DuPage County Recorders Office. (See Exhibit H) which stipulated that any and all signatures created to allow CITIMORTGAGE INC. and CITIBANK, N.A. power of attorney from the original application to any and all other documents other then the fiduciary duties they were given to perform was hereby revoked. As of this date, CITIMORTGAGE, INC. and CITIBANK, N.A. HAVE FAILED TO COMPLY. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 25: Loan # 's 2005695946 & 2714689052 (See Exhibit E) has an "illusory contract" and "illusory promise" that the promisor ("CITIMORTGAGE, INC. and CITIBANK N.A.") has used to its unfair and undisclosed advantage, which in turn makes the promisor have "Illusory appointment". **Illusory appointments are void in equity as at law**. This can be confirmed with the "Illusory Appointment Act (1830)" and "Law of Property Act (1925) 158". This is punitive damages and is a violation through consumer fraud, is punishable with prison time and allows up to 3(three) times damages of the original note. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 26: There is a clear additional fraud in Defendants original complaint. How can a real sovereign man be addressed as the Real party who has caused injury, as real defendant, in a complaint from a dead corporate

fictitious entity with the same Christian spelling as a real sovereign man, (Not all caps), when the fiction can not speak, nor act in any capacity as the real man and real party in interest, since it is nothing more then a fiction with which its creation is of paper? CITIMORTGAGE, INC. is to be spelled in all caps and not as CitiMortgage, Inc. in the correct and proper grammar, since it is a vessel and a CITIZEN of the FEDERAL STATE OF ILLINOIS. Defendants Must Amend the Writ if it wished to make any further accusations but since we have established that there is no jurisdiction the point is a moot case. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 27: Plaintiff believes that there is an attempt of **"Fraud On The Court By An Officer Of The Court" and "Disqualification Of Judges, State and Federal".** Should this fraud not be acknowledged and Estoppel not used as the remedy, all that impede, delay, execute or assist in execution of such trespass is subject to tort and 18 U.S.C. violations. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

Proof of such claim:

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1. Who is an "officer of the court"?

A judge is an officer of the court, as well as are all attorneys. A state judge is a state judicial officer, paid by the State to act impartially and lawfully. A federal judge is a federal judicial officer, paid by the federal government to act impartially and lawfully. State and federal attorneys fall into the same general category and must meet the same requirements. *A judge is not the court.* People v. Zajic, 88 Ill.App.3d 477, 410 N.E.2d 626 (1980).

2. What is "fraud on the court"?

Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "fraud upon the court". In Bulloch v. United States, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted."

"Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." Kenner v. C.I.R., 387 F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final."

3. What effect does an act of "fraud upon the court" have upon the court proceeding?

"Fraud upon the court" makes void the orders and judgments of that court.

It is also clear and well-settled Illinois law that any attempt to commit "fraud upon the court" vitiates the entire proceeding. The People of the State of Illinois v. Fred E. Sterling, 357 Ill. 354; 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions."); Allen F. Moore v. Stanley F. Sievers, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ..."); In re Village of Willowbrook, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything."); Dunham v. Dunham, 57 Ill.App. 475 (1894), affirmed 162 Ill. 589 (1896); Skelly Oil Co. v. Universal Oil Products Co., 338 Ill.App. 79, 86 N.E.2d 875, 883-4 (1949); Thomas Stasel v. The American Home Security Corporation, 362 Ill. 350; 199 N.E. 798 (1935).

Under Illinois and Federal law, when any officer of the court has committed "fraud upon the court", the orders and judgment of that court are void, of no legal force or effect.

4. What causes the "Disqualification of Judges?"

Federal law requires the automatic disqualification of a Federal judge under certain circumstances.

In 1994, the U.S. Supreme Court held that "Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a

detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. Liteky v. U.S., 114 S.Ct. 1147, 1162 (1994).

Courts have repeatedly held that positive proof of the partiality of a judge is not a requirement, only the appearance of partiality. Liljeberg v. Health Services Acquisition Corp., 486 U.S. 847, 108 S.Ct. 2194 (1988) (what matters is not the reality of bias or prejudice but its appearance); United States v. Balistrieri, 779 F.2d 1191 (7th Cir. 1985) (Section 455(a) "is directed against the appearance of partiality, whether or not the judge is actually biased.") ("Section 455(a) of the Judicial Code, 28 U.S.C. §455(a), is not intended to protect litigants from actual bias in their judge but rather to promote public confidence in the impartiality of the judicial process.").

That Court also stated that Section 455(a) "requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989). In Pfizer Inc. v. Lord, 456 F.2d 532 (8th Cir. 1972), the Court stated that "It is important that the litigant not only actually receive justice, but that he believes that he has received justice."

The Supreme Court has ruled and has reaffirmed the principle that "justice must satisfy the appearance of justice", Levine v. United States, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing Offutt v. United States, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954). A judge receiving a bribe from an interested party over which he is presiding, does not give the appearance of justice.

"Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989).

Further, the judge has a legal duty to disqualify himself even if there is no motion asking for his disqualification. The Seventh Circuit Court of Appeals further stated that "We think that this language [455(a)] imposes a duty on the judge to act sua sponte, even if no motion or affidavit is filed." Balistrieri, at 1202.

Judges do not have discretion not to disqualify themselves. By law, they are bound to follow the law. Should a judge not disqualify himself as required by law, then the judge has given another example of his "appearance of partiality" which, possibly, further disqualifies the judge. Should another judge not accept the disqualification of the judge, then the second judge has evidenced an "appearance of partiality" and has possibly disqualified himself/herself. None of the orders issued by any judge who has been disqualified by law would appear to be valid. It would appear that they are void as a matter of law, and are of no legal force or effect.

Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution. United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce". The judge has acted in the judge's personal capacity and not in the judge's judicial capacity. It has been said that this judge, acting in this manner, has no more lawful authority than someone's next-door neighbor (provided that he is not a judge). However some judges may not follow the law.

If you were a non-represented litigant, and should the court not follow the law as to non-represented litigants, then the judge has expressed an "appearance of partiality" and, under the law, it would seem that he/she has disqualified him/herself.

However, since not all judges keep up to date in the law, and since not all judges follow the law, it is possible that a judge may not know the ruling of the U.S. Supreme Court and the other courts on this subject. Notice that it states "disqualification is required" and that a judge "must be disqualified" under certain circumstances.

The Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggest that he is then engaging in criminal acts of treason, and may be engaged in extortion and the interference with interstate commerce.

Courts have repeatedly ruled that judges have no immunity for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts, no judge has immunity to engage in such acts.

AS TO COUNT 28: The COURT REPORTERS of the 18TH JUDICIAL COURT were all told of the errors that were being entered into the transcripts that would later be entered as evidence in the Federal courts. All court reporters indicated that they were doing as told and would not make the exact final changes as requested by the plaintiff. These changes were different which each reporter but still constructed with the attempt of fraud on the court: 1) The correct titles(Third Party Plaintiff, Third Party Defendants, etc.) 2) Correction of appearance(Special, In Propria Personal, Sui Juris v's Pro Se), 3) Concealment of judges names in the transcript (example: COURT), 4) Entering of the Real man as a Fictitious Defendant and Third Party Plaintiff(ie. MICHELE DI COSOLA v's Michele Di Cosola), Provided only a copy of the transcript when I purchased the original. 5) Make the face of the document Transcript look correct but Change the titles on the second page(example: Third Party Plaintiff on face, then Defendant on second page), Signed under penalties of perjury that everything was accurate. 6)Stating that their supervisor would not allow them to change the transcripts to correct the errors or where told directly from the Judge not to change the transcripts. 7) Concealed who all the parties where being sued. When Deputy Administrator of Court Reporters, RAYMOND F. PETERS was asked to correct the errors that can lead to clerical misprision, he stated that he would have to call the Sheriffs if we continued. This was threats and intimidation of a witness as well as Clerical misprision and misprision of felon.

AS TO COUNT 29: LEWIS, BRISBOIS, BISGAARD & SMITH, LLP., and SIOBHAN M. MURPHY who represented CODILIS AND ASSOCIATES, were sent a letter letting them know that this case was adjudicated into admiralty and the judgment was already entered against them. They were given notice that if they did not Cease and Desist any further illegal 15 U.S.C. collection activity, they would be added to the case. They failed meet the opportunity to walk away for a crime being committed and decided participate in the crime as co-conspirators. They failed to answer any of the Affidavit questions as the real party of interest. There failed attempt to pretend that they were answering some and not all of the questions had no merit and was as educated as the blatant crimes they commit against the people of the country-STUPID and WANTON. There is no jurisdiction, no status, no standing, no proof of claim, no venue and no cause of action.

AS TO COUNT 30: CODILIS & ASSOCIATES, P.C., had a former case of foreclosure in the 18TH JUDICIAL COURT OF DUPAGE COUNTY, ILLINOIS, that they were hired to prosecute against a JEFFERY WILLIAM AGONATH. This case was dismissed by CODILIS & ASSOCIATES and JUDGE FULLERTON, CASE # 2009CH01657. The dismissal was based on the same merits of sovereignty, lack of subject matter jurisdiction, status, venue and proof of claim. They were in default and decided to dismiss all claims. Since it is CODILIS & ASSOCIATES, P.C., that is now handling my case with the same merits as the last and since the 18TH JUDICIAL COURT is the same court that is handling my foreclosure with the same failure to answer and act on the TILA, RESPA, FIDUCIARY DUTIES and DEMANDS, and since my case was not given any DUE PROCESS and RAIL ROADED into COLLATERAL ATTACK. I can only conclude that the reason for this favorable justice is due to Jeffery William Agonath being the nephew of CHRIS KACHIROUBAS, THE CLERK OF THE 18TH JUDICIAL COURT. You may also say that Jeff's Father is CHRIS KACHIROUBAS'S brother. How interesting. ATTORNEY CARMEN HUSEMAN, had an opportunity to also relieve herself from the case with full evidence of the facts but decided that it was better to illegally participate in a crime. I believe justice is only for the employees, family and friends of the RICO ACT 18TH JUDICIAL COURT OF DUPAGE COUNTY, ILLINOIS. With Want of Jurisdiction, Want of Consideration, Want of Knowledge, it is already adjudicated into admiralty, Default by Nihil Dicit is already entered and the affidavits are unanswered. How can you proceed? I don't believe there is no other evidence to the contrary.

I believe that there is no evidence to the contrary for all counts 1-30.

OPPORTUNITY TO CURE

The Third Party Defendants have 21 calendar days to cure their Dishonor by the following:

1. Dismiss any and all claims against the Third Party Plaintiff, with prejudice, restore any and all derogatory credit reporting and/or public filing, release any and all collateral/real estate liens in question on property, reimburse Third Party Plaintiff for all court costs, filing fees and expenses associated with said case.
2. Pay all damages as indicated by the counterclaim contained herein with Real Money, Surrender any and all Public Hazard Bonds, other Bonds, Insurance Policies, 801K, CAFR Funds, etc. as needed to satisfy counterclaim herein, OR,
3. Prove your claims against me by providing me with lawfully documented evidence that is certified true and correct, by (Officers of the Court), in their unlimited commercial liability, while Under Oath, On and For the Official Record, under penalties of the law including Perjury. This evidence must prove your case by a preponderance or the greater weight of evidence and must answer each and every averment, Point by Point individually. If any and all points are not answered fully and accompanied by lawfully documented evidence, as provided herein, that will be Default on the part of the Third Party defendants. Non Response according to the conditions herein will be default. Incomplete answers and/ or lack of documented evidence as outlined herein will be Default. If the Third Party Defendants fail to respond as outlined herein, within 21 calendar days, this will be Default. Non Response will be a Self Executing Confession of Judgment by all Third Party Defendants, and will be complete agreement with all the statements, terms, and conditions of this contract. This is a contract in Admiralty. Any officer of the court that interferes or involves himself/herself with this claim will be added to this claim and become a Third Party Defendant. All Third Party Defendants are jointly and severally liable for this claim.

4. Full Power of Attorney: When CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; CITIBANK, N.A.,; CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY; JOHN FRANCIS MCCABE, ATTORNEY; CHRIS KACHIROUBAS, CLERKOF THE 18TH JUDICIAL COURT; MERS; ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; ABA; CAROLYN B. LAMM, AGENT FOR ABA; JUDGE NEAL W. CERNE,; NOELLEM. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER;; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY; Unknown Owners and Non record claimants, fails by not, dismissing, paying, or rebutting by proof of claim, as instructed in # 3 above, to any part of this **"Affidavit of Negative Averment, Opportunity To Cure and Counterclaim"** CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; CITIBANK, N.A.,; CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY; JOHN FRANCIS MCCABE, ATTORNEY; CHRIS KACHIROUBAS, CLERKOF THE 18TH JUDICIAL COURT; MERS; ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; ABA; CAROLYN B. LAMM, AGENT FOR ABA; JUDGE NEAL W. CERNE,; NOELLEM. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER;; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY; Unknown Owners and Non record claimants, agree with the granting unto Michele Di Cosola and Paula Joanne Wrobel, Full **Power of Attorney** and all authorization in signing or endorsing CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; CITIBANK, N.A.,; CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY; JOHN FRANCIS MCCABE, ATTORNEY; CHRIS KACHIROUBAS, CLERKOF THE 18TH JUDICIAL COURT; MERS; ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; ABA; CAROLYN B. LAMM, AGENT FOR ABA; JUDGE NEAL W. CERNE,; NOELLEM. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER;; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY; Unknown Owners and Non record claimants, name upon any checks, drafts, money orders, exchanges or any other form of payment in satisfaction of any obligation of this agreement or any agreement arising from this agreement. CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; CITIBANK, N.A.,; CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY; JOHN FRANCIS MCCABE, ATTORNEY; CHRIS KACHIROUBAS, CLERKOF THE 18TH JUDICIAL COURT; MERS; ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; ABA; CAROLYN B. LAMM, AGENT FOR ABA; JUDGE NEAL W. CERNE,; NOELLEM. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER;; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY; Unknown Owners and Non record claimants, grants authorization unto MICHELE DI COSOLA and PAULA JOANNE WROBEL, for signing any other instrument necessary with or without their logos, brands or other forms of identification, for satisfying the obligation for CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; CITIBANK, N.A.,; CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY; JOHN FRANCIS MCCABE, ATTORNEY; CHRIS KACHIROUBAS, CLERKOF THE 18TH JUDICIAL COURT; MERS; ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; ABA; CAROLYN B. LAMM, AGENT FOR ABA; JUDGE NEAL W. CERNE,; NOELLEM. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER;; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY; Unknown Owners and Non record claimants, under this **"Affidavit of Negative Averment, Opportunity To Cure and Counterclaim"** statute staple contract agreement. Bankruptcy cannot discharge

any obligations of this agreement. Consent and agreement with this Power of Attorney by CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; CITIBANK, N.A.,; CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY; JOHN FRANCIS MCCABE, ATTORNEY; CHRIS KACHIROUBAS, CLERKOF THE 18TH JUDICIAL COURT; MERS; ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; ABA; CAROLYN B. LAMM, AGENT FOR ABA; JUDGE NEAL W. CERNE,; NOELLEM. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER;; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY; Unknown Owners and Non record claimants, waives all defenses and remains in effect until satisfaction of all obligations CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; CITIBANK, N.A.,; CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY; JOHN FRANCIS MCCABE, ATTORNEY; CHRIS KACHIROUBAS, CLERKOF THE 18TH JUDICIAL COURT; MERS; ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; ABA; CAROLYN B. LAMM, AGENT FOR ABA; JUDGE NEAL W. CERNE,; NOELLEM. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER;; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY; Unknown Owners and Non record claimants. Non response is Nihil dicit and Tacit Procuration.

COUNTERCLAIM

THE FOLLOWING DAMAGES HAVE BEEN ASESSED AGAINST YOU SHOULD YOU FAIL TO MEET THE REQUIREMENTS AS PROVIDED IN THE OPPORTUNITY TO CURE CONTAINED HEREIN:

1. Failure to state a claim upon which relief can be granted $1,000,000.00 (One Million US Dollars) per count, per violation, Per Third Party Defendant.
2. Failure to respond as outlined herein $1,000,000.00 (One Million US Dollars.) per count, per violation, Per Third Party Defendant.
3. Default by non response or incomplete response $1,000,000.00 (One Million Dollars) per count, per violation, Per Third Party Defendant.
4. Dishonor In Commerce - $2,000,000.00 (One Million Dollars) per count, per violation, Per Third Party Defendant.
5. Theft of Public Funds -$2,000,000.00 (One Million US Dollars) per count, per violation, Per Third Party Defendant.
6. Fraud - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
7. Racketeering - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
8. Grand Theft - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Part Defendant.
9. Inland Piracy - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
10. Torture- $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
11. Kidnapping - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
12. Corporal Punishment - $ 2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party defendant.
13. Extortion - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
14. Deprivation of Civil Rights - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
15. Entrapment - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
16. Denial of Due Process - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party defendant.
17. Collusion - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
18. Conspiracy - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
19. Public Corruption - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party defendant.
20. Unnecessary Use of Force - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party Defendant.
21. Public Humiliation - $2,000,000.00 (Two Million US Dollars) per count, per violation, per Third Party defendant.
22. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as contained herein. $1,000,000.00 (One Million US Dollars), per month, and interest of 1.5 % per month compounded daily for the first (30) Thirty Days from the date of default. After (30) Thirty Days beginning on the (31st) Thirty first Day after Default, the penalties for Failure to pay will increase by $100,000.00 (One Hundred Thousand Us Dollars Per Day) for each calendar day that this counterclaim is not paid in full, plus interest. After (90) calendar days, beginning on the 91st day of the date of Default, the penalties for Failure to Pay Counterclaim will increase by $1,000,000.00 (One Million US Dollars) per calendar day, that the Counterclaim is not paid in full, plus interest as indicated herein.
23. Claim of 3 times damages for TILA violation based on the total value of interest which would have been made over the length of the loan for failure to respond within the time allotted under 15 U.S.C. Truth In Lending Act.
24. Claim of 3 times damages for RESPA violation based on the total value of the loans for non response in the time allotted by Federal Law.
25. Court costs, Research, Self Representation Costs per hour, Misc. Expenses related to the action, fees, bonds and any other expenses that may be imposed to secure said lien.
26. All Claims are stated in US Dollars which means that a US Dollar will be defined, for the purposes of this counterclaim as, a One Ounce Silver coin of .999 fine silver, or the equivalent par value as established by law or the exchange rate as set by the US Mint, whichever is the higher amount, for a certified One Ounce Silver Coin at the time of the first day of default as outlined herein, if the claim is to be paid in Federal Reserve Notes, Federal Reserve notes will only be accepted at Par Value as indicated above.
27. Punitive damages will be assessed as the total amount of the damages as outlined herein times three. Punitive damages will be added to the original amount of damages.

Michele: of the family Di Cosola, In Propria Persona, Sui Juris
Secured Party Creditor,
Plaintiff, Real party of interest
c/o 266 Thrasher Street,
Bloomingdale, Illinois Republic
non domestic, without U.S.
Date: February, 12 2010

Paula-Joanne : of the family Wrobel, In Propria Persona, Sui Juris
Secured Party Creditor,
Plaintiff, Real party of interest
c/o 266 Thrasher Street,
Bloomingdale, Illinois Republic
non domestic, without U.S.
Date: February, 12 2010

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3c USA

2/12/2010

AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE AND COUNTERCLAIM, IN ADMIRALTY entered into the court of appeals (not the Court of Appeals)

JURAT

State of Illinois Republic)
) **ss.**
County of DuPage)

The above named Libellant, Michele: of the family Di Cosola and Paula-Joanne: of the family Wrobel, Executive Trustee(s) for **MICHELE DI COSOLA and PAULA JOANNE WROBEL** appeared before me, a Notary, subscribed, sworn to the truth of this contractual **NOTICE OF DEMAND FOR PAYMENT AND SETTLEMENT** for closing of the escrow.

Under oath this 12th day of February 2010.

Helen Domanski-Schobel
Notary

SEAL

My Commission expires "OFFICIAL SEAL" Helen Domanski-Schobel Notary Public, State of Illinois My Commission Expires April 3, 2013 April 3, 2013

NOTICE TO OFFICERS/AGENTS OF THE UNITED STATES

THIS COUNTERCLAIM IS NOT INTENDED TO HARASS, INTIMIDATE, OFFEND, CONSPIRE, BLACKMAIL, COERCE, CAUSE ANXIETY, ALARM OR DISTRESS, OR IMPEDE PUBLIC PROCEDURES. THIS IS PRESENTED WITH HONORABLE AND PEACEFUL INTENTIONS TO FACILITATE SETTLEMENT AND CLOSURE OF THIS ACCOUNT. ANY AFFIRMATION CONTRARY TO THIS VERIFIED STATEMENT OF FACTS COMPRISES YOUR STIPULATION TO COMMITTING A FRAUD UPON THE COURT.

THIS IS A CASE IN ADMIRALTY

AFFIDAVIT OF NOTARY PRESENTMENT

De jure Illinois Republic)
) ss.
County of DuPage)

CERTIFICATION OF MAILING

On this _____day of _____, 2010, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that Michele: Di Cosola and Paula-Joanne: Wrobel appeared before me with the following documents listed below. I, the undersigned notary, personally verified that these documents were placed in an envelope and sealed by me. They were sent by United States Post Office Registered Mail receipt number # RE _____US to CITIMORTGAGE, INC.; MICHAEL E. BURNS, LEGAL SUPPORT SPECIALIST, DEFAULT RESEARCH AND LITIGATION, Registered Mail receipt number # RE _____US for CITIMORTGAGE, INC.; PAUL INCE; JANET L. SIMS; Registered Mail receipt number # RE _____US for CITIBANK, N.A.,; Registered Mail receipt number # RE _____US for CODILIS AND ASSOCIATES, P.C.; ERNEST CODILIS, JR.; CARMEN HUSEMAN, ATTORNEY; JOHN FRANCIS MCCABE, ATTORNEY; Registered Mail receipt number # RE _____US for CHRIS KACHIROUBAS, CLERK OF THE 18TH JUDICIAL COURT; JUDGE NEAL W. CERNE,; NOELLE M. PIEMONTE, COURT REPORTER; JEAN M. TARTAGLIA, COURT REPORTER, 18TH JUDICIAL COURT OF DUPAGE COUNTY; ANGELA M. MONTINI, COURT REPORTER; SUZAN A. GUALANO, COURT REPORTER; STACEY A. COLLINS, COURT REPORTER; RAYMOND F. PETERS, DEPUTY ADMINISTRATOR OF COURT REPORTERS; Registered Mail receipt number # RE _____US for MERS; Registered Mail receipt number # RE _____US for ACQUEST TITLE SERVICES, LLC.; JACK BURGESON, TITLE AGENT; Registered Mail receipt number # RE _____US for ABA; CAROLYN B. LAMM, AGENT FOR ABA; Registered Mail receipt number # RE _____US for LEWIS, BRISBOIS, BISGAARD & SMITH, LLP.; SIOBHAN M. MURPHY

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NOTICE TO AGENTS IS NOTICE TO PRINCIPALS, NOTICE TO PRINCIPALS IS NOTICE TO AGENTS

WITNESS my hand and official seal.

_____ _____ (Seal)
NOTARY PUBLIC DATE

My commission expires: _____, 20_____

AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE AND COUNTERCLAIM, IN ADMIRALTY entered into the court of appeals (not the Court of Appeals)